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## REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

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ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
UTAH ACQUISITION SUPPORT CENTER  
2222 WEST 2300 SOUTH  
SALT LAKE CITY, UT 84119  
FAX (801) 975-3483

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SOLICITATION NO. **AG-84N8-S-12-0043**

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OFFERS ARE SOLICITED FOR: 2012 TREE PLANTING – ASHLEY NATIONAL FOREST

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IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449 SOLICITATION FOR COMMERCIAL ITEMS (Complete, date, and sign)
2. Section B – Schedule of Items (Page 4). (Complete Unit Price and Amount)
3. Experience and Equipment Questionnaire (Page 68)
4. Representations and Certifications (Pages 69-73). **(Complete the Representations and Certifications electronically in the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>)**

**IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE OR FAX COVERSHEET.**

Return to: **USFS - Region 4  
Utah Acquisition Support Center  
2222 West 2300 South  
Salt Lake City, UT 84119  
Solicitation No. AG-84N8-S-12-0043**

Please keep a copy of your quote for your records.

**IT IS REQUIRED THAT ALL CONTRACTORS BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.205-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.**

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE **GSTC WEBSITE** ([HTTP://WWW.FS.FED.US/GSTC/CONTRACTING/](http://www.fs.fed.us/gstc/contracting/)). NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFEROR'S RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE **GSTC WEBSITE**.

|   |  |  |  |   |  |   |  |
|---|--|--|--|---|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>   |  |  |  | 1. REQUISITION NUMBER   |  | PAGE 1 OF<br><b>78</b>  |  |
| 2. CONTRACT NO.   |  | 3. AWARD/EFFECTIVE DATE  |  | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br><b>AG-84N8-S-12-0043</b>                          |  |
|   |  |  |  |   |  | 6. SOLICITATION ISSUE DATE<br><b>April 2, 2012</b>                          |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br><b>Tamera Draper, Purchasing Agent</b>  |  | b. TELEPHONE NUMBER (No collect calls)<br><b>801.975.3370</b>   |  | 8. OFFER DUE DATE/LOCAL TIME<br><b>04/17/2012 @ 1:00 p.m.</b>               |  |
| 9. ISSUED BY: CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>   |  |  |  | 10. THIS ACQUISITION IS<br>UNRESTRICTED<br><b>SET AIDE: 100% FOR Small Business</b><br><br><i>Contractor must be registered Under this NAICs code at time of award</i><br><br><b>NAICs: 115310</b><br><br><b>SIZE STANDARD: \$7.0</b> |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><br>SEE SCHEDULE |  |
| <b>Utah Acquisition Support Center</b><br><b>2222 West 2300 South</b><br><b>Salt Lake City, UT 84119</b>  |  |  |  |   |  | 12. DISCOUNT TERMS  |  |
|   |  |  |  |   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)                 |  |
|   |  |  |  |   |  | 13b. RATING   |  |
|   |  |  |  |   |  | 14. METHOD OF SOLICITATION<br><b>XXRFQ IFB RFP</b>                          |  |
| 15. DELIVER TO CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>  |  |  |  | 16. ADMINISTERED BY CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>   |  |   |  |
| 17a. CONTRACTOR/ OFFEROR CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> FACILITY CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> |  |  |  | 18a. PAYMENT WILL BE MADE BY CODE <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>  |  |   |  |
| TELEPHONE NO. DUNS#<br>FAX NO. TIN#   |  |  |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED SEE ADDENDUM   |  |   |  |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |  |  |   |  |   |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/SERVICES  |  | 21. QUANTITY  |  | 22. UNIT  |  |
|   |  | <b>*****See Attached Schedule of Items*****</b><br><br><b>Tree Planting on the Ashley NF for FY2012</b><br><b>Set Aside: Small Business</b><br><b>NAICs: 115310 Size Standard: \$7.0</b><br><i>(Attach Additional Sheets as Necessary)</i> |  |   |  |   |  |
|   |  |  |  |   |  | 23. UNIT PRICE  |  |
|   |  |  |  |   |  | 24. AMOUNT  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA   |  |  |  |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)                                 |  |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA XX ARE ARE NOT ATTACHED   |  |  |  |   |  |   |  |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCES FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA XX ARE ARE NOT ATTACHED   |  |  |  |   |  |   |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.                               |  |  |  | 29. AWARD OF CONTRACT: REFERENCE OFFER DATED. YOUR OFFER ONSOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |  |   |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |  |   |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |  |  |  | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)                            |  |
|   |  |  |  |   |  | 31c. DATE SIGNED  |  |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN<br><br>RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED   |  |  |  | 33. SHIP NUMBER<br><br>PARTIAL FINAL  |  | 34. VOUCHER NUMBER  |  |
|   |  |  |  |   |  | 35. AMOUNT VERIFIED CORRECT FOR   |  |
| 32b. SIGNATURE OF AUTHORIZED GOVT.  |  |  |  | 32c. DATE   |  | 36. PAYMENT<br>COMPLETE PARTIAL <input type="checkbox"/> FINAL              |  |
|   |  |  |  |   |  | 37. CHECK NUMBER  |  |
|   |  |  |  | 38. S/R ACCOUNT NUMBER  |  | 39. S/R VOUCHER NUMBER  |  |
|   |  |  |  |   |  | 40. PAID BY   |  |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |  |  |  | 42a. RECEIVED BY (Print)  |  |   |  |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |  |  |  | 42b. RECEIVED AT (Location)   |  |   |  |
|   |  |  |  | 42c. DATE REC'D (YY/MM/DD)  |  |   |  |
|   |  |  |  | 42d. TOTAL CONTAINERS   |  |   |  |

## SECTION B – SERVICES AND PRICES

### 2012 TREE PLANTING ON THE ASHLEY NATIONAL FORESTS

#### B. 1. SCHEDULE OF ITEMS

| Work Item | Sub item/Description     | Unit of measure          | Quantity     | Hoedad*<br>Unit Price | Hoedad*<br>Total Price | Auger *<br>Unit Price | Auger *<br>Total Price |
|-----------|--------------------------|--------------------------|--------------|-----------------------|------------------------|-----------------------|------------------------|
| C.4.1     | Transport-Walk-in        | Mile                     |              | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
| C.4.4     | 1.1 Tree planting unit 1 | Thousand Trees (M Trees) | <b>4.090</b> | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
|           | 1.2 Tree planting unit 2 | Thousand Trees (M Trees) | <b>5.751</b> | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
|           | 1.3 Tree planting unit 3 | Thousand Trees (M Trees) | <b>2.939</b> | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
|           | 1.4 Tree planting unit 4 | Thousand Trees (M Trees) | <b>8.530</b> | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
| C.4.5     | Artificial Shade         | Acre or Each             | <b>NONE</b>  | \$ _____              | \$ _____               | \$ _____              | \$ _____               |
| C.4.6     | Animal Damage Control    | Acre or Each             | <b>NONE</b>  | \$ _____              | \$ _____               | \$ _____              | \$ _____               |

*\*The Government requests pricing on both the Hoedad and Auger methods of tree planting. After reviewing the pricing provided by the contractor, the Government will determine which methods represents best value.*

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government

**Business Name:** \_\_\_\_\_

**Offerors Name:** \_\_\_\_\_

**Title of Offeror:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DUNs Number:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

## SECTION C – SPECIFICATIONS

### C.1. INTRODUCTION

#### C.1.1. Scope of Contract

This solicitation is for tree planting services on Roosevelt Ranger District, Ashley National Forest Land. The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government furnished), and incidentals to perform planting services in the designated areas.

Sub items 1.1, 1.2, and 1.3 were burned in a wildfire in 2007.

#### C.1.2. This contract is a firm-fixed price contract.

#### C.1.3. Period of Performance

The performance period will be from approximately **May 15, 2012 to June 25, 2012** (however, planting could be delayed to a later date due to snow levels).

#### C.1.4. Location and Description

Sub items 1.1, 1.2, and 1.3 were partially or completely burned in a wildfire in 2007. Although these units were clearcuts with few remaining overstory trees, there are some snags and burned trees present in the planting units and a potential for blowdown or falling debris especially in windy conditions. Snags and burned trees in uncut forest surround the planting units. Sub item 1.4 is a past clearcut and was not affected by the wildfire. All sub items are of the lodgepole pine type. Planting acres listed below are the estimated acres of fill-in planting needed of the larger stand area. Areas needing planted occur primarily as large openings within the stands.

#### List and Description of Units

| <b>Bid Item No.</b>   | <b>Stand Acres</b> | <b>Est. Planting Acres</b> | <b>Legal Description</b>                       | <b>Directions</b>  |
|-----------------------|--------------------|----------------------------|--|--|
| C.4.4<br>Sub item 1.1 | 30                 | 14                         | T3N, R2W, Sec. 36, UM;<br>T3N, R1W, Sec. 31 UM | From Roosevelt, Utah proceed North on State Highway 121 for approximately 10 miles. Continue on State Highway 121 heading east for approximately 5.3 miles. Turn left going north on N Whiterocks Highway for about 9.4 miles until N Whiterocks Highway becomes N Farm Creek Road. Continue for approximately 1 mile. Turn west (left) on Elk Horn Loop Road (Forest Road 10-117). Continue on FS 10-117 heading primarily north for 10 miles to Forest Road 10-280. Turn west (left) on FS10-280 and continue for approximately ½ to 1 mile. Units are on south and north side of road. Sub item 1.1 is about a 0.2 mile walk (south of road) to area needing planted. |
| C.4.4<br>Sub item 1.2 | 47                 | 20                         | T3N, R2W, Sec. 36, UM                          |  |
| C.4.4<br>Sub item 1.3 | 17                 | 10                         | T3N, R2W, Sec. 36, UM                          |  |

|                          |    |    |                       |   |
|--------------------------|----|----|-----------------------|---|
| C.4.4<br>Sub item<br>1.4 | 40 | 32 | T3N, R2W, Sec. 10, UM | From Roosevelt, Utah proceed North on State Highway 121 for approximately 10 miles. Continue on State Highway 121 heading east for approximately 5.3 miles. Turn left going north on N Whiterocks Highway for about 9.4 miles until N Whiterocks Highway becomes N Farm Creek Road. Continue for approximately 1 mile. Turn west (left) on Elk Horn Loop Road (Forest Road 10-117). Continue on FS 10-117 heading primarily north for 18 miles (FS 10-117 will loop and start heading south). Turn west (right) on FS 10-305 and continue for approximately 1 mile to unit (turning north on fork). Road dissects unit. |
|--------------------------|----|----|-----------------------|---|

## **C. 2. DEFINITIONS**

Access point. The point identified for access to planting areas. In this contract it is the same place as delivery point

Animal damage control (ADC). Methods for protecting the seedlings from animal damage, particularly big game. May include vexar tubing or flexible netting.

Artificial shade. Materials not found on the planting site used to shade the tree.

Clearing. The removal of surface debris in and around the planting hole, exposing mineral soil. Debris includes duff, litter, rotten or charred wood, moss, loose rock, ashes, snow, and surface frost. Removing this material avoids debris from falling into the planting hole.

Contract time. See Period of Performance.

Container plug. Seedling grown in a receptacle containing soil and nutrients. When the container seedlings are extracted from the receptacle, the soil stays in tact around the roots. The soil and roots together are referred to as the container plug; the soil is the container media.

Contracting Officer's Representative (COR). The COR is the on-site contract administrator for the Contracting Officer (CO). The duties and responsibilities of a COR are defined in the letter of designation issued by the Contracting Officer.

Delivery point. The point identified for delivery of trees and other supplies. If there are multiple points for delivery of various items, it will be so noted.

Drip line. The line extending vertically from the exterior edge of a tree's live crown to the ground. .

Ground line of tree before planting. The original ground line of the tree before planting is the soil surface level when the tree was in the nursery beds or in the container receptacle. The ground line is represented by the "root collar". Above this point is stem tissue, below this point is root tissue.

Lateral roots. The horizontal roots extending from the main vertical (tap) root.

Microsite. A plantable spot favorable to seedling survival and growth. Examples of favorable microsites are stumps, down logs, large woody slash, snags, and standing cull trees that provide protection from sun, wind, animals, and other damaging agents.

Moist soil (in the planting hole). The soil in the planting hole is considered "moist" if it is similar in moisture to the undisturbed soil next to the planting hole at similar depth.

Period of performance (also Performance period or Contract time). All calendar days allowed for completion of contract work. Includes all days of the week including weekends and holidays.

**Plantable spot.** An area where a tree can be planted in accordance with all specifications in the contract. In the planting inspection, a plantable spot is also any area where the Contractor has planted a tree.

**Quality assurance.** The actions taken by the Government to assess the Contractor's results to determine that they meet contract requirements.

**Quality control.** Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. Refer to Inspection and Acceptance 52.246-4 and Contractors Quality Control Plan as described in section E.3.

**Planting inspection.** The standard planting inspection procedure provided in Section J. It includes the description of planting violations that result in unsatisfactorily planted trees, plot sizes, calculations for determining planting quality based on trees planted, and similar information.

**Root length.** The root length measured from the original ground line of the tree to the end of the main vertical or tap root.

**Satisfactorily planted tree.** A tree that is planted in accordance with all planting specifications.

**Scalping.** The removal of live vegetation, including roots, in and around the planting hole to reduce competition to the planted tree. Vegetation is removed down to and exposing mineral soil.

**Stationary shade material.** Natural material used to shade or protect the tree that is not moveable by the planter. Natural material includes items such as stumps, logs, dead brush, rocks, or terrain features used to provide the required protection for a tree. Stationary material generally offers the most shade and protection for seedlings from sun and animal trampling.

**Top height.** The length from the original ground line of the tree to the top of the terminal leader; does not include needles extending above the leader.

**Transportable shade material.** Natural material such as wood debris that can be moved to the planting spot to shade the tree from the sun. Although the planter is expected to put reasonable effort into moving shade material, it should be able to be done without putting down the planting tool.

**Trees in possession of the Contractor.** The time after trees has been issued to the Contractor. During this time, the Contractor is responsible for all aspects of tree care and accountable for tree quantities.

**Unplantable spot.** An area within the specified spacing limit in which it is not possible to plant a seedling according to specification and no tree has been planted. One unplantable spot is allowed for each single unplantable area equal in size to the average specified spacing. Example: if a single unplantable area of 64 feet exists on an 8-by 8 foot spacing, one unplantable spot is recognized.

In hoe planting a spot is considered unplantable if a suitable spot for planting a tree cannot be found after three attempts of throwing the hoe, and if the hole cannot be opened at the spot with five swings or less.

In auger planting, the spot is considered unplantable if a suitable plantable spot cannot be found after three attempts at clearing or scalping, and then after three attempts to open the hole in the spot with the auger fail.

**Unsatisfactory planted tree.** A planted tree which fails to meet one or more of the specifications of a satisfactorily planted tree.

**Wasted material.** Government furnished property that is lost, dropped, or damaged by the Contractor, or which is installed on trees not in accordance with the requirements of the contract. This may include, but is not limited to, installing shade on the wrong species or netting on the wrong tree(s).

**Wasted tree.** A tree that is lost, damaged, destroyed or handled contrary to the standards for care of trees. Planted trees that exceed the maximum number of trees in the Planting Inspection plot procedure are also considered wasted trees.

### **C. 3. GOVERNMENT FURNISHED PROPERTY and SERVICES**

The property and services that will be provided by the Government are as follows:

| <i><b>Item</b></i>                                     | <i><b>Description</b></i>   | <i><b>Where, When, How</b></i>                              |
|--|---|---|
| <b>3.1. Detailed Information Chart</b>                 | Chart with unit specifics.  | Provided in Section J, Exhibit 01                           |
| <b>3.2. Project Maps</b>                               | Maps of planting units with access roads, access point(s), and delivery point(s) identified.  | Provided in Section J, Exhibit 02                           |
| <b>3.3. Trees- planting stock</b>                      | <u>Container Grown Trees</u> : Length of container plug will range from 6 to 9 inches. Top heights range from 3 to 10 inches. At least 90% of the trees will meet these specifications. | Refer to C.4.1.7.<br>.                                      |
| <b>3.4. Reflective Tarps</b>                           | Cover to protect tree boxes   | Upon request by Contractor; delivered to delivery point.    |
| <i>3.5. Tree Wrapping Materials</i>                    | <i>Not Applicable</i>   |   |
| <i>3.6. Shade Tube materials</i>                       | <i>Not Applicable</i>   |   |
| <i>3.7. Vexar rigid netting materials</i>              | <i>Not Applicable</i>   |   |
| <b>3.8. Planting Inspection Sheet</b>                  | Form R1-2470-9. One copy provided, to be duplicated by Contractor   | Provided at Prewrite meeting. Sample provided in Section J. |
| <i>3.9. Artificial Shade and ADC Inspection Sheets</i> | <i>Not Applicable</i>   |   |
| <b>3.10. Wage Determination Sheet</b>                  |   | Section J, Exhibit 07                                       |

### **C. 4. CONTRACTOR WORK REQUIREMENTS and STANDARDS**

#### **C.4.1 General**

C.4.1.1 Road access. See Exhibit 02, Project Maps, for Delivery points and road access. The Government will provide access to the access point(s). The Government will initially clear down trees from the access roads. The Contractor shall clear any subsequent falling of trees that block roads needed to access units. Access roads are generally accessible by 2 wheel drive vehicle equipped for mountain driving.

C.4.1.2. Walk-in units. **Sub Item 1.1** cannot be accessed from open forest roads: **Walk-in distance approximately 0.2 mile**. The Contractor is responsible for transporting trees from the access point to the unit using the method of his/her choice consistent with restrictions on motorized vehicles or other transport methods.

C.4.1.3. Air transport. Air operations are not allowed without prior approval.

C.4.1.4. Tree transport within unit. No motorized transportation will be allowed within the units or off-road from the delivery points.

C.4.1.5 Off road vehicle travel. Off road vehicle travel is not allowed during the planting operation or during off hours except as permitted by the Forest's Travel Guide.

C.4.1.6. Locked gates. *Not Applicable to this contract.*

C.4.1.7. Tree orders and delivery. The Contractor shall order trees at least 24 hours in advance of desired delivery. This time period is necessary to allow the Government time to prepare trees for planting.

(a) The Contractor shall plant all trees ordered and delivered to the planting unit within 12 hours of delivery, unless otherwise approved by the Contracting Officer. Trees shall not be returned to the Government for cooler storage unless approved by the Contracting Officer. When the Contracting Officer determines that conditions are unsuitable for planting, the Contractor shall return all unplanted trees to the delivery point with no penalty for delay in planting the delivered trees.

C.4.1.8. Artificial shade and ADC materials orders and delivery. *Not Applicable to this contract.*

C.4.1.9. Return government furnished property. The Contractor shall return unused government supplies, unplanted trees, all packaging materials, and wrapping materials to the delivery point or Contracting Officer at the end of each planting day.

#### C.4.2. Tree Handling and Care

C.4.2.1. The Contractor is responsible for the care of trees from the delivery point and throughout the time that trees are in possession of the Contractor.

- (a) Contractor shall take precautions to keep roots moist during the entire planting operation.
- (b) Trees shall be protected from drying, heating, smothering, freezing, crushing, bending, drowning, abrasion, rapid temperature fluctuations, or contact with injurious substances. Power augers shall be lubricated with vegetable oils or similar substances not injurious to trees and shall not leak gas.
- (c) Shipping containers containing trees shall be opened in full shade. Protect containers from direct sunlight, and from being tossed or dropped. Containers shall be promptly resealed after removing trees.
- (d) The temperature in the shipping box shall be maintained below 45 degrees F; or similar to the temperature in the box at receipt, whichever is higher.
- (e) Wrapped trees will have the wrapping loosened just prior to planting to allow trees to be easily extracted from the roll without root stripping however tree shall remain wrapped while in the planting bags.
- (f) Trees that are frozen shall not be planted. They shall be thawed in accordance with direction by the Contracting Officer.
- (g) Trees carried in bags shall not exceed the amount that can be carried and removed without injury; nor exceed the amount that can be planted before critical heating or drying occur. Trees in planting bags shall only have the tops exposed.
- (h) Tree shall not be removed from the planting bag until immediately before planting in the prepared hole. Trees shall be handled carefully to avoid damage to roots and buds. Trees with mold or evidence of injury shall be reported to the Contracting Officer.
- (i) Trees shall not be altered (includes no root or top pruning). If pruning or culling appears necessary, or if mold, dry roots, evidences of injury or drying is seen, the condition shall be reported to the Contracting Officer.
- (j) Trees placed in bags will be planted and not returned to storage except as approved by the Contracting Officer. When returning trees is allowed, trees shall be returned to storage boxes marked to indicate seed lot or other information specified by the Contracting Officer.



C.4.2.2. The Contractor shall be aware of environmental hazards which affect tree survival; and recommend alternate work schedules, planting at different locations, or alternate tree handling practices, to allow planting whenever possible.

C.4.3. Tree Preparation *Tree Wrapping and Dipping Not Applicable to this contract*

C.4.4. Tree Planting

C.4.4.1. Satisfactorily planted tree.

- (a) Trees shall be planted, in an open hole, deep and wide enough to fully accommodate the roots of the tree being planted. The tree roots shall be in their natural configuration and not wedged or jammed into the side of the hole.
- (b) The hole shall be filled and firmed with moist soil so the tree is firmly in the soil and there are no air pockets. There shall be no material in the hole which is foreign to the hole such as dry soil, ash, organic matter, and rock.
- (c) Bareroot trees shall be planted deep enough so that after filling and firming, the soil surface is at or slightly above the original ground line of the tree with no roots exposed and no branches buried.
- (d) Container trees shall be planted so that after filling and firming, there is about 1 inch of soil on top of the container plug. The Contractor shall take care to keep the container growing media intact but where the media falls away from the roots, the tree shall be planted about one inch deeper than the original ground line.
- (e) After planting, the tree stem shall be erect and oriented between vertical and perpendicular to the slope. The tree shall not be weighted down with mud or debris. There shall be no excessive depressions on the ground surface that may collapse on the tree hole and the tree shall not be in contact with the dirt bank. The tree shall be free from damage.
- (f) All additional or auxiliary holes created during the planting operation that are within 18 inches of the planted tree, shall be filled-in or collapsed.

C.4.4.2. Clearing. Each planting spot shall be free of surface debris to avoid material foreign from falling into the hole. Debris includes duff, litter, rotten or charred wood, moss, loose rock, ashes, snow, and surface frost. Mineral soil shall be exposed over the clearing area. The planted tree shall be in the middle of the minimum clearing area. The minimum diameter is specified in the Detailed Information Chart in Section J, Exhibit 1.

C.4.4.3. Scalping. Each planting spot shall be free of live vegetation, including roots, to reduce competition from existing vegetation. Mineral soil shall be exposed over the scalp. The minimum diameter and the maximum depth required to expose mineral soil are specified for scalping in the Detailed Information Chart in Section J, Exhibit 1. The planted tree shall be in the center of the minimum scalp.

C.4.4.4. Shade. Trees shall be planted consistent with the shade requirement for each planting unit as specified in the Detailed Information Chart, Section J, Exhibit 1. Shade material is the natural and artificial materials that protect the tree from the sun's heat and wind. The type of shade material and effort required by the planter to shade the tree varies depending on the site conditions of each unit.

(a) Description of Shade Requirements:

1. Stationary material only. Tree shall be planted next to stationary material when it is available. When stationary material is not available, no tree shall be planted.

2. Stationary material first, then plant in open. A tree shall be planted next to stationary material when it is available. When stationary material is not available, tree may be planted in the open.

3. Stationary material first, then transportable shade. A tree shall be planted next to stationary material when it is available. When stationary material does not exist in the spacing allowance, shade shall be transported to the seedlings. When neither stationary nor transportable material exists, no tree shall be planted.

4. Stationary material first, transportable shade second, plant in open last. A tree shall be planted next to stationary material when it is available. If stationary material does not exist in the spacing allowance, shade shall be transported to the tree. When neither stationary nor transportable material exists, the tree may be planted in the open.

5. Stationary material or transportable shade (planter discretion). A tree may be planted next to either stationary material or transportable shade at the planter's discretion. When neither stationary nor transportable material is available, no tree is planted.

6. Stationary material or transportable shade (planter discretion), then plant in the open. A tree may be planted next to either stationary material or transportable shade at the planter's discretion. When neither stationary nor transportable material is available, the tree may be planted in the open.

7. No shade. A tree may be planted based on spacing and there is no requirement to select the planting spot based on shade or protection.

(b) When shade is required, each tree shall be shaded at the ground level from the afternoon sun. Trees shall be on the N, NE, or E side of the shade material. Each tree shall be as close to the shade material as possible and within ½ the distance equal to the height of the shade material,

(c) When transportable (shade) material is required, it must be at least 4 inches in diameter, and be available within 10 feet of the spacing distance to the planted tree. Do not place shade on the uphill side of a planted tree where it can roll on to the tree.

C.4.4.5. Protection-only. *Not Applicable to this contract*

C.4.4.6. Spacing. Trees shall be planted to achieve the average spacing specified in the Detailed Information Chart. It is expected that an irregular distribution will result as planters avoid acceptable established trees, rock or shallow soils, and seek planting spots in the best microsites and soil conditions. For individual trees, the spacing may be varied as much as 25 percent in any direction to attain the best plantable spot. The number of trees planted shall not be materially changed by the method of selecting planting spots.

C.4.4.7. Acceptable established trees. A tree shall not be planted closer than 10 feet to another conifer seedling or sapling that is of good form, color, free of damage, has 50% greater crown ratio, and is the species and size specified in the Detailed Information Chart Section J, Exhibit 1.

C.4.4.8. Residual trees. Trees shall not be planted within the immediate influence of established larger trees in the unit, therefore, do not plant within the drip line of live tree over 5" dbh.

C.4.4.9. Species mix. *Not Applicable to this contract*

C.4.4.10. Trees not meeting specifications. The Contractor is not obligated to plant trees that do not meet the specifications in C.3.3. and they shall be returned to the Government. If trees not meeting specifications are planted, they shall be planted satisfactorily.

(a) *Exceptions to Bareroot are Not Applicable to this contract*

C.4.5. Artificial Shade Installation *Not Applicable to this contract*

C.4.5.1. Shade Tubes - *Not Applicable to this contract*

OR

C.4.5.2. Shade Cards - *Not Applicable to this contract*

C.4.6. Animal Damage Control (ADC) Installation. *Not Applicable to this contract*

C.4.6.1. *ADC Netting/Tubing Not Applicable to this contract*

C.4.7. Quality Control. The Contract shall prepare a Quality Control Plan as described in Section E.3. The Contractor shall inspect work in accordance with the accepted Quality Control Plan.

C.4.8. On-site Representative. The Contractor's on-site representative shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress. Refer also to F.3., Superintendence by the Contractor. The Contractor's Inspector shall also be conversant and literate in the English language.

C.4.9. Crew Safety. The Contractor shall consider and address crew safety and provide a Safety Plan recognizing that sub items 1.1, 1.2, and 1.3 are in areas of snags and fire burned trees

## **C. 5. STANDARDS**

C.5.1. Mandatory Standard. The following sections from the Forest Service Handbook, R1-Supplement 2409.17-2002-1 (effective 4/29/2002), Chapter 2 – Reforestation, are mandatory for execution of this contract. Sections: 2.53 parts 3, 5-8; 2.61; 2.62 parts 1 and 2; 2.63; 2.66; 2.67; and 2.82 parts 1.c. and 2. Details of the inspection system are contained in section 2.82.

[http://www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17\\_2\\_01-2\\_5](http://www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17_2_01-2_5) and  
[www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17\\_2.6-2.9.doc](http://www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17_2.6-2.9.doc)

C.5.2. Tree Handling. Tree handling and planting procedures that are acceptable are like those generally accepted for planting seedlings in forested conditions. There are a number of references describing the care and planting procedures. One reference is Reforestation Practices in Southwestern Oregon and Northern California (eds. Stephen D. Hobbs, Steven D. Tesch, Peyton W. Owston, Ronald E. Steward, John C. Tappeiner II, Gail E. Wells), Oregon State University Corvallis, Oregon. Specifically refer to Chapter 14, Seedling Handling and Planting by Robin Rose, pp. 330, and 334-343.

## **C. 6. PERFORMANCE REQUIREMENTS SUMMARY**

The following describes the major items in the contract with the incentives and deductions for the work described. Items below are included here as requirements.

| <b>Task Description</b>   | <b>Performance Standard</b>         | <b>Acceptable Quality</b>     | <b>Method of Monitoring</b>   | <b>Incentives and Deductions for meeting the Standard</b>  |
|---|-------------------------------------|-------------------------------|---|--|
| Tree Handling and Care<br>C.4.2., and<br>Tree preparation<br>C.4.3. | Specification in C.4.2. and C.4.3.  | Full compliance               | COR and inspector will monitor operations and conduct random samples. | <ul style="list-style-type: none"> <li>The Contractor's care and handling of trees will affect the performance assessment as either a positive or negative incentive.</li> <li>If Contractor does not meet the standard and/or take corrective action, the Government may assess damages (Section G), and provide adverse performance assessment.</li> </ul>     |
| Tree Planting<br>C 4.4.   | Acceptable tree planting quality G. | Provides at least 93% quality | COR or inspector conduct periodic inspection plots                    | <ul style="list-style-type: none"> <li>The Contractor's planting quality will be reflected in the performance assessment as either a positive or negative incentive.</li> <li>If Contractor achieves acceptable quality, full unit price as incentive.</li> <li>If Contractor does not acceptable quality, deductions or rework as per Section G. May</li> </ul> |

|   |   |   |  |  |
|---|---|---|--|--|
|   |   |   |  | result in adverse performance assessment.  |
| Artificial Shade Installation<br>C.4.5. | <i>Not Applicable</i>   | Provides at least 93% quality   | COR or inspector conduct random plots and periodic monitoring.   | <ul style="list-style-type: none"> <li>The Contractor's quality will be reflected in the performance assessment either a positive or negative incentive.</li> <li>If Contractor achieves acceptable quality, full unit price as incentive.</li> </ul> <p>If Contractor does not achieve at acceptable quality, deductions or rework as per Section G.</p>  |
| ADC Installation<br>C.4.6.              | <i>Not Applicable</i>   | Provides at least 93% quality   | COR or inspector conduct random plots and periodic monitoring.   | <ul style="list-style-type: none"> <li>The Contractor's quality will be reflected in the performance assessment as either a positive or negative incentive.</li> <li>If Contractor achieves acceptable quality, full unit price as incentive.</li> <li>If Contractor does not achieve acceptable quality, deductions or rework as per Section G.</li> </ul>  |
| Quality Control<br>E.2.                 | Contractor maintains quality control of all actions. Requirements not met shall be corrected as per the Quality Control Plan.<br><br>Plot inspection maintained by contractor as per Section E. | 100% compliance<br>100% compliance,<br><br>Contractor plots conducted to required standard. | Government randomly sample and observe operations<br><br>Government observation of plots and review of written inspection sheets | <ul style="list-style-type: none"> <li>The quality of Quality Control provided by the Contractor will be reflected in the performance assessment as either a positive or negative incentive.</li> <li>If the Contractor fails to meet standards, work may be suspended or the Contractor put in Default for failure to take corrective action immediately and result in adverse performance assessment.</li> </ul> |
| Work Plan and Schedule<br>F.2.          | Work meets schedule as per the accepted work plan.  | Must meet 100% or be ahead of schedule  | Government observations and monitoring of contractors operations   | <ul style="list-style-type: none"> <li>The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance assessment as either positive or negative incentive.</li> <li>Work not completed on schedule is subject to Default and additional costs may be assessed to the contractor.</li> </ul>   |

**SECTION D – PACKAGING AND MARKING**

(No clauses are included in this section)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1. FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

(End of clause)

### **E.2. FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

### **E. 3. CONTRACTOR QUALITY CONTROL**

The Contractor shall provide quality control for all planting operations, including tree care and handling. The Contractor is responsible for the quality of planting on the site and shall conduct prompt plot inspections to ensure proper planting procedures are being followed.

**E.3.1. Quality Control Plan.** The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP within 2 days after contract award based on items awarded to the Contractor and Government comments.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while planting is in progress, tree care, and other associated tasks, and an unbiased sample of planting, and artificial shade and ADC installation for determining actual quality percentage.

**E.3.2. Plot Inspections- Tree Planting.** The Contractor shall maintain a plot system that provides an unbiased sample of planting quality which represents the entire area planted. The plot system shall be consistent with the planting inspection method described in section J using the Planting Inspection Sheet R1-FS-2470-9 in Section J. The Contractor shall sample at least 1-percent of the planted area, with a minimum of 5 plots per unit. A 1/20<sup>th</sup> plot size shall be used during inspection. The Government will observe or re-examine the Contractor's plots at any time.

**E.3.2.1** Plots shall be marked and identifiable on the ground

**E.3.2.2.** The Contractor shall provide written inspection data by unit using Planting Inspection Sheets and shall provide a sketch map of the unit with plot locations. The planning inspection sheets and map of the unit shall be provided to the Government by 8:00 a.m. the day after inspection is completed on the unit. Inspection sheets shall be signed and dated by the person who conducted the inspection and certify that the inspection records are complete and accurate.

**E.3.2.3.** Calculation of planting quality (reference columns of Planting Inspection Sheet):

All computations will be carried out to at least thousandths (.000) and the final percentage of planting quality as calculated above will be rounded to the nearest whole percent.

|   |   |   |                   |
|---|---|---|-------------------|
| No. of Satisfactory Trees Above Ground<br>(Column 9)                              | X | No. of Satisfactory Trees Below Ground<br>(Column 11) | X 100 = Quality % |
| Actual No. Of Plantable Spots on which<br>Trees should have been Planted (Col. 5) |   | No. of Trees Dug<br>(Column 10)                       |                   |

**E.3.2.4.** Plot inspection shall include a tally of trees that are planted in excess of the maximum allowable trees to be planted and noted in Column 8 of the inspection sheet. These trees are considered wasted trees. The sum of wasted trees on all plots will be used to determine the damage assessment, Section G.

**E.3.3. Inspections- Artificial Shade and/or Animal Damage Control.** *Not Applicable to this contract*

**E.3.3.1.** The Contractor shall provide written inspection data by unit using the Artificial Shade/ADC Installation Inspection Sheet provided to the Contractor and in Section J, and shall provide a sketch map of the unit with plot locations. The Contractor shall

provide the inspection sheets and maps to the Government by 8 am the day after inspection completion of the unit. Inspection sheets shall be signed and dated by the inspector to certify that the inspection records are complete and accurate.

E.3.3.2. Calculation for percent quality for installation of artificial shade and/or ADC material:

$$\frac{\text{Total No. of Satisfactorily Shaded or Tubed/Netted Trees}}{\text{Total No. of Trees Required to be Shaded or Tubed/Netted}} \times 100 = \text{Quality \%}$$

All computations will be carried out to at least thousandths (.000) and the final percentage of quality as calculated above will be rounded to the nearest whole percent.

E.3.3.3. The inspection shall include a tally of wasted materials due to: a) excess or unspecified material used or treated within the inspection plot, and b) materials dropped or damaged by Contractor. Wasted material shall be tallied by plot. The Government will use the sum of all plots to determine the damages assessment, Section G.

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F. 1. DELIVERIES**

#### **F.1.1. Contract Performance Time and Required Rate of Progress**

The Contractor shall maintain progress at a rate that will assure completion within the performance period. The minimum acceptable rate of progress will be calculated by dividing the total units of work by performance time specified. In the event the Contractor is delayed and falls more than 2 calendar days behind the progress rate required above, the Contractor's right to proceed is subject to immediate termination for default. See FAR 52.212-4(m), for additional information.

A Notice to Proceed will be issued as soon as weather and ground conditions are favorable for planting and tree survival on one or more of the areas. Contract time will start on the date specified on the Notice to Proceed. Whenever it is determined that the environmental conditions become unsuitable for tree survival, the Contractor will move to another area agreed to by the Contracting Officer. When no other area is available, the work will cease. It is the responsibility of the Contractor to maintain contact sufficient to determine when conditions again permit planting. Contract time will only be increased by those days when units are not available for planting.

**F.1.2. Contract Time.** (See Period of Performance definition.) The contract time will generally not exceed a required rate of progress exceeding that determined from the accepted work plan. If more than one area is available for planting, the Government may prescribe the planting sequence.

| Item           | Estimated Beginning Date | Trees         | Contract Time |
|----------------|--------------------------|---------------|---------------|
| <i>1.1-1.3</i> | <i>May 15</i>            | <i>12,780</i> | <i>4 days</i> |
| <i>1.4</i>     | <i>May 18</i>            | <i>8530</i>   | <i>3 days</i> |

**F.1.3. Work completed after the performance period.** Whenever the Contractor fails to complete work within the performance period, and is allowed to work beyond that period, the Contractor will be assessed the actual damages for administration of the contract. Items to be included in the actual damage includes but is not limited to: wages of the COR and Government inspector(s) for quality assurance after the performance period, costs of vehicles, meals and lodging that are incurred while administering the contract after the performance period.

**F.2. FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)** At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.



## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G. 1. 452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is estimated to be from **May 15, 2012 through June 25, 2012** (a later start date may be needed to accommodate snow levels).

(End of Clause)

### **G. 2. MEASUREMENT**

**G.2.1. Planting Area and Artificial Shade.** The area to be planted and artificial shaded is provided in the Schedule of Items, Section B. All linear and area measurements under this contract are measured on a horizontal plane. Boundaries are marked by flagging.

**G.2.1.1.** Acre unit of measure. When the quantity of measure is ‘acres’, the Contractor will be paid based on the acres indicated on the Schedule of Items.

**G.2.1.2.** Per Thousand Trees unit of measure tree planting. When the quantity of measure is the per thousand trees planted, the actual number of trees planted will be computed based on the Government’s plots conducted for this purpose using the following formula (reference columns of Planting Inspection Sheet):

In no case will the calculated trees exceed the number of trees issued.

|                                     |   |                               |   |                            |           |                                |
|-------------------------------------|---|-------------------------------|---|----------------------------|-----------|--------------------------------|
| Total No. Trees<br>Planted (Col. 7) | _ | Total Wasted<br>Trees (Col 8) | X | Reciprocal of<br>Plot Size | X Acres = | <u>Number of Trees</u><br>1000 |
| Number of Plots                     |   |                               |   |                            |           |                                |

**G.2.1.3.** Actual quantity unit of measure for artificial shade and ADC. When the quantity of measure is by the actual quantity (each) of artificial shade or ADC installed, the quantity will be computed using the following formula.

|  |   |                          |   |                            |           |          |
|--|---|--------------------------|---|----------------------------|-----------|----------|
| Total No. of Trees<br>Requiring Shade or ADC | _ | Total Wasted<br>Material | X | Reciprocal of<br>Plot Size | X Acres = | Quantity |
| Total number of Plots                        |   |                          |   |                            |           |          |

**G.2.2. Re-measurement.** The Contractor may at any time after award request re-measurement of any unit/sub item. The request must be in writing within 10 calendar days after completion of a unit or pay item. The Government’s re-measurement of the unit/sub item will be made within the established boundaries.

**G.2.2.1.** Payment will be based on the re-measurement of the acreage or quantity count except when:

- (a) Per Acre unit of measure: No payment adjustment shall be made for areas less than 1 acre.
- (b) Per Thousand or Each unit of measure: No payment adjustment shall be made for quantities of 500 or less.

**G.2.2.2.** The Contractor shall pay for the cost of re-measurement if the re-measurement results in:

- (a) Per Acre unit of Measure: An increase of less than 1 acre on units smaller or equal to 20 acres or an increase of less than 5 percent on units larger than 20 acres.
- (b) Per Thousand unit of measure: An increase of less than 5 percent.

### **G. 3. METHOD OF CALCULATING PAYMENT**

**G.3.1. Work Quality.** For each completed subitem, the Contractors quality control inspection percentage for tree planting, will be compared to the Government’s assessment results. If the results differ by 5 percent or less, and the inspection has been conducted to the standard specified in E.2.2., the Contractor’s inspection will be considered acceptable and the quality percentage will be used as the basis for payment. When the results differ by more than 5 percent, the Government’s inspection percentage will be used as the basis for payment.

**G.3.1.2.** If the Government’s results are objectionable to the Contractor, the Contractor may request a re-examination in writing within 5 calendar days after receipt of the Government’s quality assurance inspection results. The request shall include documentation that supports that the probability of an error exists. The Government’s re-examination will consist of a 2-percent sample utilizing the same inspection method as the original examination, but new plots will be selected with different plot centers than the plots previously inspected by the Government. If the results of the re-examination are within 5-percent of the Contractor’s submitted quality control results, the Contractor’s results will be considered acceptable and used for pay. If results of the re-

examination exceed 5-percent of the Contractor's submitted quality control results, the Government's re-examination results will be used for the basis of pay and the Contractor will be assessed the costs incurred by the Government that are directly related to the performance of such service.

#### G.3.2. Tree Planting- payment calculation

**G.3.2.1. Planting quality meets or exceeds 93 percent.** Whenever the quality of planting meets or exceeds 93 percent, based on the Contractor's quality control inspection (plots) and verified by the Government assessment, the quality of planting will be acceptable and payment will be made at the full unit price for tree planting.

Payment Example: With a unit price of \$100 and a unit size of 60 acres, the bid price would be \$6,000. If the Contractor's planting quality were 95 percent, payment would be \$6,000.

**G.3.2.2. Planting quality less than 93 percent and at least 80 percent or over.** Whenever the quality of planting is below 93 percent but is 80 percent or over, based on the Contractor's quality control inspection (plots) and verified by the Government monitoring/assessment, the work is unacceptable and the value of the services is significantly reduced. Therefore payment will be made after a 1-percent deduction in the unit price for each 1-percent the planting quality is below 100 percent. This payment will only be made after the Government determines that no further work shall be required, nor allowed.

Payment Example: With a unit price of \$100 per acre and a unit size of 60 acres, the bid price would be \$6,000. If the planting quality were 85 percent, payment would be  $\$100 \times 85\% \times 60 \text{ acres} = \$5,100.00$ .

**G.3.2.3. Planting quality below 80 percent:** Whenever the quality of planting is below 80 percent, based on the Contractor's quality control inspection (plots) and verified by the Government monitoring/assessment, the quality of planting will be considered unacceptable. No payment will be made where quality of work is below 80 percent.

#### G.3.3. Artificial shade and ADC netting or tube installed by Contractor – payment calculation. *Not Applicable*

**G.3.3.1. Artificial Shade/ ADC quality meets or exceeds 93 percent. *Not Applicable.*** Whenever the quality of artificial shade or ADC installation exceeds 93 percent, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable and payment will be made at the unit price for artificial shade/ ADC installation.

Payment Example: With a unit price of \$30 and a unit size of 60 acres, the bid price would be \$1,800. If the Contractor's quality were 95 percent, payment would be \$1,800.

**G.3.3.2. Artificial Shade/ ADC quality less than 93 percent. *Not Applicable.*** Whenever the quality of artificial shade or ADC installation is below 93 percent quality, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be considered unacceptable and payment will be made for the value of the services provided. Payment will be made after a 1-percent deduction in the unit price for each 1-percent the work quality is below 100 percent, less damages. This payment shall only be made after the Government determines that no further work shall be required, nor allowed.

Payment Example: With a unit price of \$30 per acre and a unit size of 60 acres, the bid price would be \$1,800 per acre. If the quality were 85 percent, payment would be  $\$100 \times 85 \text{ percent} \times 60 \text{ acres} = \$1,530 \text{ per acre less damages}$ .

#### G.3.4. Unacceptable Work.

**G.3.4.1.** When the Contractor provides unacceptable work, the Government may (i) accept the work at a reduced price (ii) require the area to be reworked at no additional expense to the Government, or (iii) reject the work in its entirety. If the work quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

**G.3.4.2.** The Government will permit the Contractor to rework an area only if planting stock or other material is available and/or the existing deficiencies can be corrected.

**G.3.4.3.** When planting, artificial shade or ADC installation quality is considered unacceptable on areas of 1 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. If the Government does not require the area to be reworked or the quality remains below 80 percent, the area may be separated from the sub item and payment made in accordance with Section G.3.2 or G.3.3 as applicable.

**G.3.4.4.** Any Government quality assurance assessment needed due to the Contractor reworking an area, either at the Contractor's request or because of unacceptable work, will be at the Contractor's expense. The Contractor may be assessed actual damages which may include but is not limited to wages of the COR and Government inspector(s) incurred due to the rework, costs of vehicles, meals and lodging that are incurred while administering the contract during the rework.

**G.3.4.5.** The Government shall document unacceptable work quality in the performance assessment.

#### G. 4. DAMAGES

G.4.1. Wasted Trees. The Contractor shall be charged for wasted trees based on the following calculations.

G.4.1.1. Wasted trees in inspection plot. The sum total of the wasted trees on the inspection plots will be used to determine wasted trees in the unit. The inspection plots, either Contractor or Government's plots, that are being used for the calculation of payment shall be used to calculate wasted trees. The charge for trees wasted will be based on this plot calculation:

| <u>Charge for Trees Wasted based on Plot Calculation</u> |   |                            |   |                         |   |                            |                            |
|--|---|----------------------------|---|-------------------------|---|----------------------------|----------------------------|
| No. of Wasted Trees<br>On Plots                          | X | Reciprocal of<br>plot size | X | Acres<br>in Pay<br>Unit | X | Charge<br>Rate<br>Per Tree | = Wasted<br>Tree<br>Charge |
| No. of Plots Taken                                       |   |                            |   |                         |   |                            |                            |

G.4.1.2. When wasted trees are found that are not part of the inspection plot being used for payment, and they are not considered minor in nature, the location of the found trees becomes a plot center for the calculation of the wasted tree charge. The plot calculation stated in G.4.1.1. will be used to determine the liquidated damage charge.

G.4.1.3. Wasted individual trees. If the Contractor mishandles trees in such a way that it results in actual or potential damage to the tree(s), the trees(s) will be considered wasted. This includes trees that are dropped or damaged by Contractor, and not considered intentional in nature. Charge for individual wasted trees is as follows:

| <u>Charge for Individual Trees found during Planting Operations</u> |   |                         |   |                    |
|---|---|-------------------------|---|--------------------|
| Number of Wasted<br>Trees   | X | Charge Rate Per<br>Tree | = | Wasted Tree Charge |

G.4.1.4. When wasted trees are found, and the damage is considered minor in nature, the Contracting Officer may waive the wasted tree charge. In no case will a waiver be given if the total "Planted Trees" on all inspection plots for the unit exceeds the "Maximum Number Allowable Trees" for the unit.

G.4.2. Wasted Material (other than trees). The Contractor shall be charged for wasted material used for shade or animal damage control based on the following clauses.

G.4.2.1. Wasted material on inspection plots. Material that is used unnecessarily on the unit will be considered wasted material and noted on the plot calculation. Total of wasted material is the sum of all plots for each unit based on the inspection accepted for payment. The charge for wasted material will be calculated as follows:

| <u>Charge for Materials wasted based on plot calculation</u> |   |                                |   |                         |   |                            |                                |
|--|---|--------------------------------|---|-------------------------|---|----------------------------|--------------------------------|
| No. of Wasted<br>Material on Plots                           | X | Reciprocal of the<br>Plot Size | X | Acres<br>in Pay<br>Unit | X | Charge<br>Rate<br>Per item | = Wasted<br>Material<br>Charge |
| No. of Plots Taken   |   |                                |   |                         |   |                            |                                |

G.4.2.2. Wasted Individual material. Wasted material charge will be assessed when material is dropped or damaged by Contractor, and is not considered intentional in nature. If the Contractor mishandles material in such a way that it becomes unusable the material will be considered wasted. Charge for wasted material:

| <u>Charge for Material Wasted During Planting Operations</u> |   |                         |   |                        |
|--|---|-------------------------|---|------------------------|
| Number of Wasted<br>items                                    | X | Charge Rate Per<br>item | = | Wasted material Charge |

G.4.2.3. When wasted material are found, and the damage is considered minor in nature, the Contracting Officer may waive the wasted material charge.

G.4.3. Charge Rate The charge for wasted trees or materials and other Government-furnished property that is not returned, or returned in a non-usable condition, is as follows:

|                          |                     |
|--------------------------|---------------------|
| <i>Kimtex or Burlap</i>  | \$ _____ each       |
| <i>Reflective Tarp</i>   | \$ _____ each       |
| <i>Space Blanket</i>     | \$ _____ each       |
| <i>Bareroot trees</i>    | \$ _____ each       |
| <i>Container Trees</i>   | \$ <u>1.56</u> each |
| <i>ADC Netting</i>       | \$ _____ each       |
| <i>Shade Tubes/cards</i> | \$ _____ each       |

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H. 1. 452.237-74 Key Personnel. (FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel:

- **CONTRACTOR REPRESENTATIVE**
- **FOREMAN/WOMAN**
- **INSPECTOR**

The Contractor shall make no substitutions of key personnel without notifying the Contracting Officer within a reasonable timeframe and in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The contract will be modified to reflect any approved changes of key personnel.

### **H. 2. FIRE PRECAUTIONS**

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

### **I. RESPONSIBILITIES**

#### **A. Contractor**

##### **Fire Suppression**

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.

2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.

3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.

4. The Contractor issues that this Fire Plan will be complied with by him and his employees for the duration of the contract.

#### **B. Forest Service District Ranger**

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

### **II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA**

A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.

B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken

C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

### **III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON**

A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

##### **Fire Prevention**

**Smoking.** Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

**Refueling Chainsaw/Soil Auger.** Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

**Burning, Blasting, or Welding.** Permit will be required and will contain special stipulations pertinent to the particular job.

**Spark Arresters.** All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

**Lunch and Warming Fires.** Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

**Hand Tools.** The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

**Storage and Parking Areas.** Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

**Fire Tool Box.** A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

### **H. 3. CAMPING AND WORKSITE CONDITIONS**

H.3.1. Camping and Worksite Plan shall be consistent with requirements set forth in this section, Section H, the camping permit if required. The Contractor shall provide a general plan with the technical proposal, and shall provide a more specific plan based on items awarded, prior to start work.

### **H. 4. DIFFERING SITE CONDITIONS**

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
  - (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract;
  - or
  - (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so

differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### **H. 5. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### **H. 6. PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### **H. 7. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **H. 8. OPERATIONS AND STORAGE AREAS**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense.

upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **H. 9. CLEANING UP**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H. 10. MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT (29 U.S.C. 1801-1972)** The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

#### **H. 10.1. FSAR 4G52.222-701 Employment of Eligible Workers (DEC 1999)**

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire undocumented workers. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

**The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.**

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

#### **H. 10.2. FSAR 4G52.222-702 Labor Standards for Contracts Involving Migrant and Seasonal Agricultural Workers (DEC 1999)**

(a) *General.* This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (see 29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor Contractors, and to insure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, pre-commercial thinning, site preparation, and wildland fire fighting.

(b) Definitions



"Migrant Agricultural Worker" and "Seasonal Agricultural Worker," as used in this clause, means individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the Contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor," as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) Registration Requirement. Any Contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The Contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the Contractor's employees who perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) Worker Protections. The Contractor shall comply with the following protections and standards related to wage disclosure, record keeping, vehicle safety, and housing:

(1) The Contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) Wage and Payroll Standards

(i) The Contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers' compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for Contractor's use in disclosure.

(ii) The Contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the Contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety

(i) The Contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the Contractor's certificate. If the Contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the Contractor must be registered as a farm labor Contractor or a farm labor Contractor employee.

(ii) Any vehicle under the ownership or control of the Contractor shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

(iii) Each vehicle under the ownership or control of the Contractor that is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers' compensation policy that covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing

(i) The Contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The Contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the Contractor's certificate.

#### ***Worker Housing***

#### **Supplement to 4G52.222-702 (d) (4)**

(iii) If the contractor is not furnishing worker housing:

Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

Within 10 days after award, and prior to the issuance of Notice to Proceed, the contractor must notify the Contracting Officer of the planned worker housing site.

If the housing site is located on a National Forest, the Contractor must obtain a permit from the District Ranger for the District on which the housing site is located and the facilities established for the workers must meet the applicable U.S. Department of Labor (USDOL) MSPA standards for such sites.

If the housing site is not located on a National Forest, the site must meet the applicable housing standards in MSPA.

If an exemption from the permit requirement is claimed, the contractor must provide a written statement identifying the law authorizing the exemption, stating the facts constituting an exemption under that law, and identifying a USDOL employee or official who stated or concurred that the accommodations were exempt, citing name, date, and means of communication.

If the housing site is changed after approval by the Contracting Officer, the contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the contractor fails to comply, the Government may terminate the contract. In addition, other remedies or penalties prescribed by law may apply.

### ***Field Sanitation***

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

- ▶ Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ▶ Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.
- ▶ Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

### **Employees cannot be made to bear the costs incurred by the employer for providing required facilities.**

(e) For further information on the requirements of the Act, Contractors should contact their local Wage and Hour Division of the Department of Labor.

### **H. 10.3. FSAR 4G52.222-703 Migrant and Seasonal Agricultural Worker Protection Act Registration (DEC 1999)**

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

### **H. 10.4. CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS**

The following provisions apply to all camping on National Forest lands during performance of this contract:

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.
2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.

7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:
  - a. Gauze pads (at least 4x4 inches)
  - b. Two large gauze pads (at least 8x10 inches)
  - c. Box adhesive bandages (band-aids)
  - d. One package of gauze roller bandage at least 2 inches wide
  - e. Two triangular bandages
  - f. Scissors
  - g. At least one blanket
  - h. Tweezers
  - i. Adhesive tape
  - j. Latex gloves
  - k. Resuscitation device such as resuscitation bag, airway, or pocket mask
14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.
15. Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.
16. The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
17. The contractor shall comply with the following fire regulations during fire season:
  - a. A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.
  - b. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.
  - c. All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).
  - d. All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
18. Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.
19. The Forest Service reserves the right to terminate a camping permit at any time.

#### H 10.5. PERSONAL PROTECTIVE EQUIPMENT

The contractor will train in the safe operation and use of equipment to all workers using such equipment.

1. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
2. Defective or damaged personal protective equipment shall not be used.
3. The contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
4. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
5. The contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

6. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
7. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

## **SECTION I – CONTRACT CLAUSES**

### **I.1. CONTRACT CLAUSES**

#### **52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Feb 2012)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and

Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--



(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
|                     |                             |
|                     |                             |
|                     |                             |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

#### **52.212-4 Contract Terms and Conditions - Commercial Items (FEB 2012)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*. (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.



(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

- \_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- \_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- \_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (11) [Reserved]
- \_X\_ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_X\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- \_X\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_X\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- \_X\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- \_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- \_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

#### **Employee Class Monetary Wage - Fringe Benefits**

GS 6 \$16.73

(End of clause)

**52.232-23 Assignment of Claims. (JAN 1986)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

**52.236-8 Other Contracts. (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

**52.237-1 Site Visit. (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

**52.242-15 -- Stop-Work Order (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)



**52.246-20 Warranty of Services. (MAY 2001)**

**(a) Definition.**

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 24 hours of seedling planting. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

**FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

(End of clause)

**52.212-1 -- Instructions to Offerors -- Commercial Items (Feb 2012)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.233-4 -- Applicable Law for Breach of Contract Claim (OCT 2004)**

**52.236-13 Accident Prevention. (NOV 1991) Alternate I (NOV 1991)**

**52.242-17 Government Delay of Work. (APR 1984)**

**452.236-72 USE OF PREMISES (NOV 1996)**

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of clause)

**452.236-73 ARCHAEOLOGICAL OR HISTORIC SITES (FEB 1988)**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

(End of clause)

**452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)**

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

(b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

(End of clause)

**452.236-77 EMERGENCY RESPONSE (NOV 1996)**

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

(End of clause)

**SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1. EXHIBITS.**

The following exhibits are attached and included as a part of the Contract.

|            |   |
|------------|---|
| Exhibit 01 | <b>Detailed Information Chart</b>                                   |
| Exhibit 02 | <b>Project Maps</b>   |
| Exhibit 03 | <b>Utilization of Material to Provide Shade</b>                     |
| Exhibit 04 | <b>Satisfactorily Planted Tree diagram</b>                          |
| Exhibit 05 | <b>Planting Inspection Sheet R1-FS-2470-9</b>                       |
| Exhibit 06 | <b>Planting Inspection Method</b>                                   |
| Exhibit 07 | <b>Wage Determination No. WD 77-0030 (Rev. -35) dated 6/17/2011</b> |
| Exhibit 08 | <b>Experience and Equipment Questionnaire</b>                       |

**Section J – Exhibit 01 DETAILED INFORMATION CHART**

| Identification                       | Sub items                |                          |                          |                          |
|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Item No.                             | 1.1                      | 1.2                      | 1.3                      | 1.4                      |
| Stand number                         | 0033020212               | 0033020223               | 0033020226               | 0033030055               |
| Unit name                            | 1                        | 2                        | 3                        | 4                        |
| MTR – Planting                       | 4.090                    | 5.751                    | 2.939                    | 8.530                    |
| Acres (or each) - Artificial shade   | N/A                      | N/A                      | N/A                      | N/A                      |
| Acres (or each) - ADC                | N/A                      | N/A                      | N/A                      | N/A                      |
| Location-legal description           | See C.1.3                | See C.1.3                | See C.1.3                | See C.1.3                |
| <b>Stand Description</b>             |                          |                          |                          |                          |
| Boundary marking G.2                 | Flagging                 | Flagging                 | Flagging                 | Flagging                 |
| Method and year of site preparation  | Wildfire-2007            | Wildfire-2007            | Wildfire-2007            | Harvest 1970             |
| Elevation (average feet)             | 9,800                    | 9,800                    | 9,800                    | 10,400                   |
| Aspect (average)                     | Flat                     | West                     | South                    | South                    |
| Slope (average range)                | 5 – 10%                  | 5 – 10%                  | 5 – 10%                  | 5 – 10%                  |
| <b>Trees - Planting Stock</b>        |                          |                          |                          |                          |
| Species to plant                     | lodgepole pine           | lodgepole pine           | lodgepole pine           | lodgepole pine           |
| Species mix requirements C.4.4.9     | N/A                      | N/A                      | N/A                      | N/A                      |
| Stock type                           | container                | container                | container                | container                |
| Age                                  | 1-0                      | 1-0                      | 1-0                      | 1-0                      |
| Estimated quantity (1000s)           | 4090                     | 5751                     | 2939                     | 8530                     |
| <b>Access C.4.1</b>                  |                          |                          |                          |                          |
| Transport restrictions               | No motorized within unit | No motorized within unit | No motorized within unit | No motorized within unit |
| Walk-in                              | 0.2 mile                 | None                     | None                     | None                     |
| <b>Tree Preparation Method C.4.3</b> | N/A                      | N/A                      | N/A                      | N/A                      |
| <b>Tree Planting</b>                 |                          |                          |                          |                          |
| Clearing C.4.4.2                     |                          |                          |                          |                          |
| Minimum diameter (in)                | 18                       | 18                       | 18                       | 18                       |
| Scalping C.4.4.3                     |                          |                          |                          |                          |
| Minimum diameter (in)                | 24                       | 24                       | 24                       | 24                       |
| Maximum depth (in)                   | 8                        | 8                        | 8                        | 8                        |
| Shade requirement C.4.4.4            | 4                        | 4                        | 4                        | 4                        |
| Protection-only requirement C.4.4.5  | N/A                      | N/A                      | N/A                      | N/A                      |
| Average spacing (feet) C.4.4.6       | 12                       | 12                       | 12                       | 12                       |
| Acceptable established trees C.4.4.7 |                          |                          |                          |                          |
| Species                              | lodgepole/spruce         | lodgepole/spruce         | lodgepole/spruce         | lodgepole/spruce         |
| Minimum Size (inches-ht.)            | 5                        | 5                        | 5                        | 5                        |
| Distance (feet)                      | 10                       | 10                       | 10                       | 10                       |

Section J – Exhibit 01, continued

**DETAILED INFORMATION CHART Definitions**

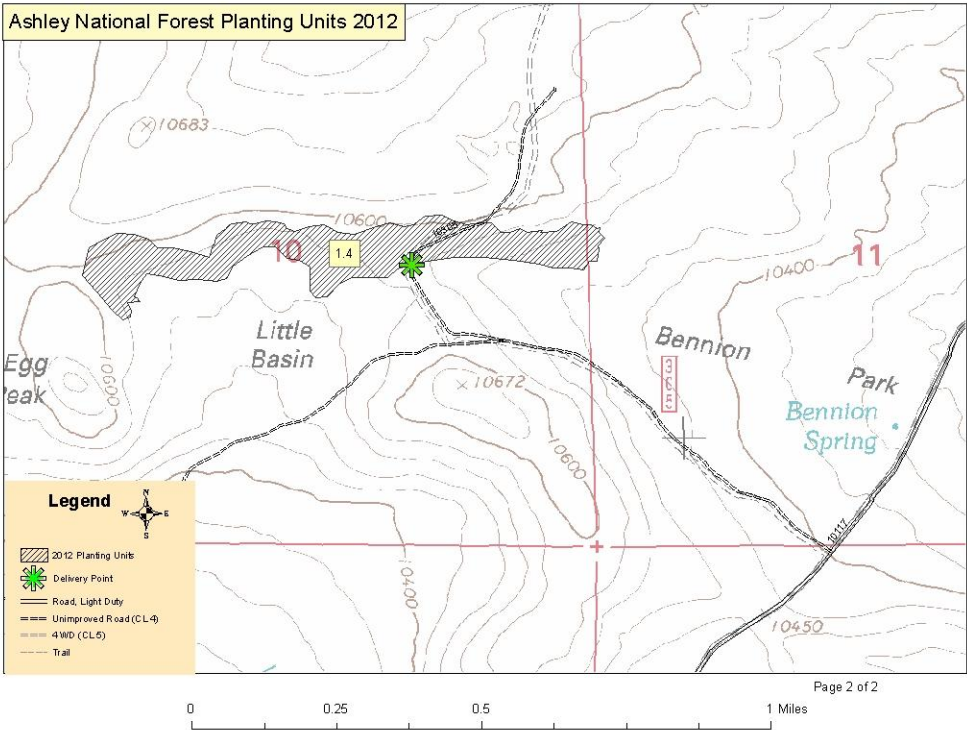
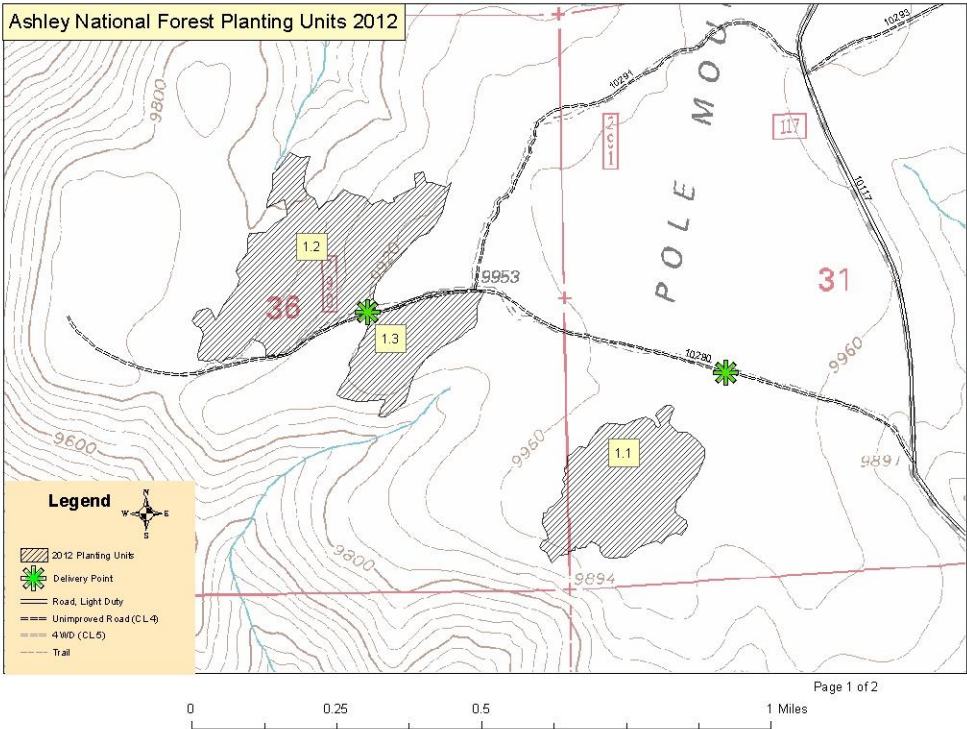
**Shade Requirement** Refer to section C.4.4.4 for full descriptions

1. Stationary material only.
2. Stationary material first, then plant in open.
3. Stationary material first, then transportable shade.
4. Stationary material first, transportable shade second, plant in open last.
5. Stationary material or transportable shade (planter discretion).
6. Stationary material or transportable shade (planter discretion), then plant in the open.
7. No shade.

**Protection Requirements** Refer to section C.4.4.5 for full definition

1. Stationary material only.
2. Stationary material first, then plant in open

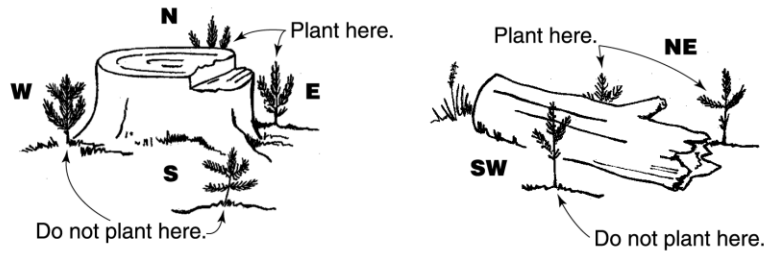
Section J – Exhibit 02  
CONTRACT MAPS



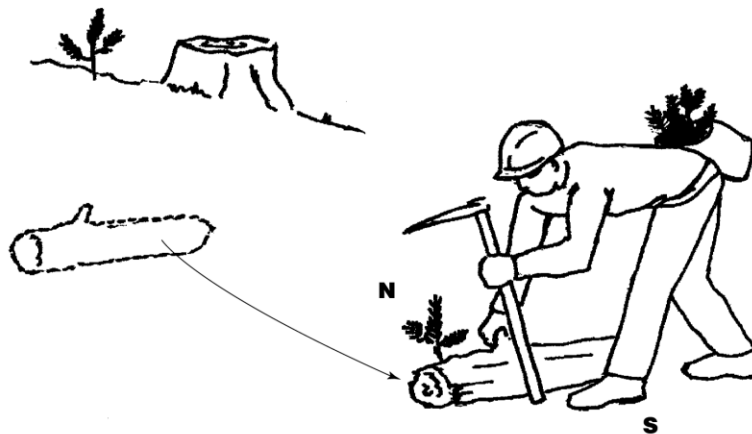
**Section J, Exhibit 03**

**Utilization of Material to Provide Shade**

**Using existing shade**








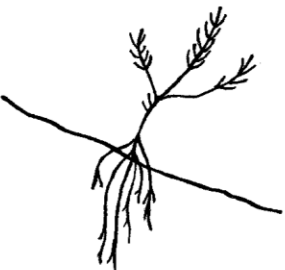

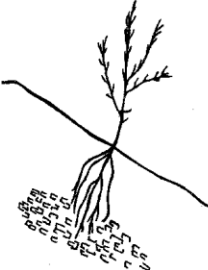




**Transporting shade**



Section J, Exhibit 04

**Satisfactory and Unsatisfactory Plantings**

|   |  |  |
|---|--|--|
| <p><b>SATISFACTORY</b></p>   | <p><b>SATISFACTORY</b></p>    | <p><b>Unsatisfactory</b></p>  <p>Too deep. Needles buried.</p>                      |
| <p><b>Unsatisfactory</b></p>  <p>Improper orientation. Not planted into the slope or near vertical.</p> | <p><b>Unsatisfactory</b></p>  <p>"L" roots. Shallow hole.</p>          | <p><b>Unsatisfactory</b></p>  <p>"J" roots. Shallow hole. Roots often exposed.</p> |
| <p><b>Unsatisfactory</b></p>  <p>Jammed roots. Hole too narrow and shallow.</p>                        | <p><b>Unsatisfactory</b></p>  <p>Hole too shallow. Roots exposed.</p> | <p><b>Unsatisfactory</b></p>  <p>Air pocket because of improper tamping.</p>      |
| <p><b>Unsatisfactory</b></p>  <p>Planted in rotten wood. Roots not in mineral soil.</p>                | <p><b>Unsatisfactory</b></p>  <p>"U"- or "J"-shaped tap root.</p>     | <p><b>Unsatisfactory</b></p>  <p>Compacted roots. Hole too narrow.</p>            |



[illegible]

## INSTRUCTIONS

1. Locate and mark the plot center on the ground.
2. Locate and examine planted trees for above ground criteria. Record results in column 2 of inspection form.

### *Above Ground*

|   |   |   |   |
|---|---|---|---|
| √ | Satisfactory Planting spot selection                | C | Scalping or clearing or planting spot preparation violation |
| S | Spacing violation                                   | W | Wrong species   |
| P | Planting spot selection                             | T | Cull tree   |
| X | Shade violation or protection (microsite) violation | H | Auxiliary hole  |
| D | Planting depth                                      |   |   |
| A | Stem position – improper angle                      |   |   |
| F | Firmness, tree improperly tamped, loose             |   |   |

3. Determine from table 1 the average number of desired plantable spots for the plot based on the specified average spacing. Record results in column 3.
4. Determine and record in column 4 the number of spots void of planted trees that are unplantable due to acceptable existing natural regeneration or on-the-ground conditions.
5. Subtract column 4 from the average number of planting spots and record the difference as the actual number of plantable spots on which trees should be planted on the plot in column 5.
6. Determine the maximum number of allowable trees from table 2 and record in column 6.
7. Record the number of trees planted on the plot from column 2 in column 7.
8. Determine wasted trees by subtracting the maximum number of allowable trees in column 6 from those planted (column 7) and if more than zero, record in column 8.
9. Record the number of planted trees meeting the above-ground contract specifications from column 2 in column 9. The maximum number of satisfactory trees to be credited shall not exceed the maximum number recorded in column 6.
10. Determine and dig at least the minimum number of trees from those determined satisfactory above ground in accordance with table 3 and record in column 10. The trees will be dug starting with those closest to the plot center and progressing outwards.
11. Tabulate below ground results in column 2 and record the number of trees meeting below-ground contact specifications in column 11.

### *Below Ground*

|   |                                   |   |   |
|---|-----------------------------------|---|---|
| √ | Satisfactory                      | F | Firmness – air pockets, tree improperly tamped, loose |
| R | Roots configuration violation     | L | Altered root length violation                         |
| M | Foreign material in planting hole | O | Planting hole orientation violation                   |

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|  |   |   |                   |
|--|---|---|-------------------|
| No. of satisfactory planted trees above ground<br>(column 9)                           | X | No. of satisfactory trees below ground<br>(column 11) | X 100 = Quality % |
| Actual No. of plantable spots on which trees<br>should have been planted<br>(column 5) |   | No. of trees dug<br>(column 10)                       |                   |

## **Section J, Exhibit 06**

### **Contract Inspection Method**

Planting contracts require intensive inspection. The quality control plan shall be consistent with the following procedures. There are two phases of contract inspection: (1) Inspection while work is in progress observing tree care, wasting of trees, and planting technique while planting is in progress, and (2) plot inspection where the inspector checks quality of planting using systematically placed plots.

**Inspecting for Planting Quality.** The primary factor in determining the contractor's payment is the plot inspection. Use the following process and standard inspection form (R-1 FS-2470-9). Variations to this may be done only with the approval of the Contracting Officer. The inspector shall sign the inspection form and initial any changes. All inspectors should fully understand the inspection forms and procedures for completing the inspection.

#### **A. Equipment Suggested.**

- (1) Clipboard and pencils.
- (2) Inspection sheets
- (3) Full contract (with exhibits) or knowledge of unit requirements
- (4) Fifty-foot logger's tape.
- (5) Plot pole or shovel with swivel on handle to attach the tape.
- (6) Flagging.
- (7) Screwdriver, ice-pick, or garden trowels that aid in below ground inspection.
- (8) Tile spade, hog nose spade, planting hoe for hoe planting.
- (9) Slope correction table.
- (10) Clinometer or Abney.

#### **B. Plot Design.**

(1) Plot Size. Use either plot size specified by contract; if not specified use 1/50<sup>th</sup>- or 1/100<sup>th</sup>-acre plots for planting up to 10- by 10-foot spacing. At wider spacings, use the 1/50<sup>th</sup>-acre plot to ensure there are adequate trees per plot for statistical reliability.

Plot radius will vary depending on slope. After determining slope percent and adjusting for slope using the slope correction table, determine the plot radii to provide the necessary plot size. Use this radii for the full plot. Do not compensate by changing radius or raising and lowering the tape when going around the plot. Such adjustments have already been compensated for.

(2) Plot Placement. Establish plot location in a systematic manner, distributed uniformly over entire acreage. A grid system is recommended.

(3) Quantity of Plots. The minimum sampling intensity is specified in the contract.

**C. Inspection within the Plot.** Mark the plot so that it can be relocated.. Inspect each plot in accordance with contract. Utilize the following inspection procedure in the described order for accurate inspection results.

(1) Locate and mark plot center on the ground. A pin flag with plot number or similar locator is recommended for the center point.

#### ***Above Ground Inspection***

(2) Inspect and record the **aboveground** condition of each tree planted. Working in a clockwise direction from true north, locate, examine, and record the condition of planted trees in spaces under column 2 of the inspection form. Use codes listed below. A poorly planted tree may have more than one violation, however, only one code may be listed. Identify the most severe.

\_\_\_\_√ - **Satisfactory** tree above ground.

**S - Spacing violation.** A tree that has been planted closer than one-half of the spacing allowance to another acceptable tree is a violation unless otherwise stated in the contract. For example, if the spacing is 10 feet by 10 feet and there is a 50% variance to select the best planting spot, and a planted tree is closer than 5 feet to another planted tree, one tree is in violation for spacing. If

one of the trees is improperly planted due to another reason, charge the spacing violation to the improperly planted tree and check the remaining good tree as properly planted.

**P - Planting spot violation.** Tree planted in debris, loose soil, duff, ashes, or similar material.

**X - Shade protection violation.** Shade and seedling protection is not consistent with the contract clause specified for the unit.

**D - Planting depth violation.** Trees are planted too deep or shallow.

**A - Stem position violation (erect tree).** The stem should be oriented between vertical and 90 degrees with the slope plane. Improper angle may result from improper hole opening with hoes. If the tree looks erect above ground but slanted below ground, then a belowground violation instead should be cited.

**F - Firmness violation.** Trees should be tamped as firmly as soil conditions allow. Trees should not pull easily from soil. The inspector may gently tug on the stem. If tree comes up to expose roots (below the root collar) , then the tree was not firmed up and is in violation. This test must be used with caution in very light or sandy soils.

**C - Scalp or clearing violation.** Scalp or cleared area is too small or too shallow.

**W - Wrong (incorrect) species.** Species planted in area of unit where it is not supposed to be

**T - Cull trees.** Cull tree is planted. Use when the contract specifies that the contractor shall not plant trees that do not meet specific size ranges or tree quality.

**H – Auxiliary hole violation.** Additional hole or auxiliary hole is not filled in or collapsed. .

(3) Determine average number of planting spots from Table 1 and record results in column 3 of the inspection form.

**TABLE 1**  
**Average Number of Planting Spots based on Plot Size**

| Average Spacing | 1/50 <sup>th</sup> Acre | 1/100 <sup>th</sup> Acre | 1/20 <sup>th</sup> Acre |
|-----------------|-------------------------|--------------------------|-------------------------|
| 7x7             | 18                      | 9                        | N/A                     |
| 8x8             | 14                      | 7                        | N/A                     |
| 9x9             | 11                      | 5                        | N/A                     |
| 10x10           | 9                       | 4                        | 22                      |
| 11x11           | 7                       | N/A                      | 18                      |
| 12x12           | 6                       | N/A                      | 15                      |
| 13x13           | 5                       | N/A                      | 13                      |
| 14x14           | 4                       | N/A                      | 11                      |
| 15x15           | 4                       | N/A                      | 10                      |
| 16x16           | N/A                     | N/A                      | 9                       |
| 17x17           | N/A                     | N/A                      | 8                       |
| 18x18           | N/A                     | N/A                      | 7                       |
| 19x19           | N/A                     | N/A                      | 6                       |
| 20x20           | N/A                     | N/A                      | 5                       |

(4) Determine number unplantable spots by identifying spots void of planted trees that are unplantable due to ground conditions or acceptable established natural regeneration. Recognizing average number of planting spots on the plot, scan plot for areas void of natural and planted trees. Look for voids the planters missed. Then check to see if it is a non-plantable spot. Record in column 4.

(a) When a tree has been planted, the contractor, by default, has determined it to be a plantable spot. In terms of the inspection, the spot with a planted tree is a plantable spot no matter what the inspector finds after the fact.

(b) An unplantable spot as defined by the contract is an area within the specified spacing limits in which it is not possible to plant a tree according to specifications, and no tree has been planted. For hoe planting, a plot is considered unplantable if the inspector cannot find a suitable spot in three attempts within spacing requirements and if the hole cannot be opened at the spot with five swings or less. Auger planting requires three attempts to find the spot that will be scalped or cleared, and then three attempts to open the hole in the spot with the auger, first attempt being made in the middle of the scalp.

One unplantable spot is allowed for each single unplantable area equal in size to the average specified spacing. For example, if a single unsatisfactory area of 64 square feet exists on an 8- by 8-feet spacing, one unplantable spot will be recognized. If

half of a 1/50<sup>th</sup>- plot is unplantable, then 435.6 square feet (half of 871.2) is unplantable. For 9- by 9-feet spacing, five spots would be credited as unplantable.

(5) Determine number of planting spots by subtracting column 4 from average number of planting spots (column 3). Record in column 5 of inspection form.

(6) Determine maximum number of allowable trees from Table 2, and record in column 6 of inspection form.

**TABLE 2**  
**Maximum Allowable Trees based on**  
**Number of Plantable Spot (determined in Table 1)**

| Plantable Spots | Maximum Trees | Plantable Spots | Maximum Trees | Plantable Spots | Maximum Trees |
|-----------------|---------------|-----------------|---------------|-----------------|---------------|
| 1               | 2             | 8               | 10            | 15              | 18            |
| 2               | 3             | 9               | 11            | 16              | 19            |
| 3               | 4             | 10              | 12            | 17              | 20            |
| 4               | 5             | 11              | 13            | 18              | 22            |
| 5               | 6             | 12              | 14            | 19              | 23            |
| 6               | 7             | 13              | 16            | 20              | 24            |
| 7               | 8             | 14              | 17            | 21              | 25            |
|                 |               |                 |               | 22              | 26            |

(7) Record the number of trees planted on the plot (also listed in column 2) in column 7 of inspection form.

(8) Determine wasted trees by subtracting maximum number of allowable trees in column 6 from those planted (column 7). If more than 0, record in column 8.

(9) Record number of planted trees meeting aboveground specifications from column 2 only up to maximum listed in column 6 of the inspection form.

### ***Below Ground Inspection***

(10) Determine minimum number of trees to be inspected **below ground** utilizing Table 3 based on number of trees that are satisfactory above ground. Record in column 10 of the inspection form. To avoid bias, dig trees nearest plot center first and progress outward. Do not dig any trees that were unsatisfactory in the above ground inspection. Correctly replant sampled trees immediately. Use moist mineral soil to pack roots.

**TABLE 3**  
**Minimum number of trees to be dug based on**  
**number of tree satisfactory above ground**

| Number of above ground satisfactorily planted trees on plot | Minimum number* of trees to dig |
|---|---------------------------------|
| 1   | 1                               |
| 2-6   | 2                               |
| 7-9   | 3                               |
| 10-12   | 4                               |
| 13-16   | 5                               |
| 17 plus   | 6                               |

\*Note this is a minimum. The inspector may dig all satisfactory trees on plot.

(11) Inspect and record the below-ground condition of each planted tree in spaces under column 2 of inspection form using appropriate codes listed below. Record the number of trees meeting belowground specification in column 11.

√ - **Satisfactory** Tree Below Ground.

**R - Root Configuration Violation.** Root systems must not be twisted, jammed in one plane, or curved in the shape of the letters U, J, or L. Individual lateral roots may be slightly bent like the letters J or U but the primary vertical root system cannot be distorted. Container plug must not be jammed from the top (accordion effect) or the side (flattened).

To inspect for this violation, dig a rectangular shaped hole on one side of the tree. Start the hole far enough away from the tree stem (at least 10 inches) so that roots are not disturbed in the process of inserting the spade. This is best done with a tool like a tile spade. Once the primary hole is dug, probe toward the root system with a pointed instrument such as a screwdriver, ice pick, or similar tool to explore the seedling roots for orientation.

**M - Foreign Material Violation.** Holes must not contain large rocks, sticks, litter, cones, or other foreign debris. Inspect the same as that for root configuration. In hoe planting, if rocks, roots, and pieces of wood are present in soil prior to opening the hole, they are not considered foreign material to the hole.

**F - Firmness Violation.** Firmness, as determined from below ground, is done while probing the root system as described under root configuration. Soil should be nearly as firm as the undisturbed surrounding soil. There should be no air pockets where the soil is not firm. Firmness may be a problem in the bottom of auger holes if planters have not firmed soil progressively upward.

**L - Altered Root Length Violation.** If the dug tree has an obviously shortened root system, consider it as an improperly planted tree below ground. The contract shall state a minimum root length; trees with substandard roots should not be planted and considered a violation if they are planted.

Fresh root cuts can often be distinguished from roots cut at the nursery or during tree preparation. Living inner tissue of roots cut in advance of planting should be brown at the cut. The brown color may extend up the root under the bark for a short distance. Freshly cut roots will be white under the bark unless roots are dead when cut. Root shortening violations can also be detected during inspection while work is in progress.

**O - Planting Hole Orientation Violation.** This violation is seldom observed in absence of aboveground stem angle or root configuration violations. Occasionally, trees with small root systems can be propped up following slit planting. Roots may not be distorted and angle looks okay from above ground, but hole is not properly opened. Examples would be a V-shaped hole or a hole not vertical with slope plane.

(12) After all plots have been taken and recorded for the pay item, calculate the planting quality by the following formula:

|   |   |  |                  |
|---|---|--|------------------|
| <b>Planting Quality Percent =</b>   |   |  |                  |
| No. of satisfactory<br>planted trees above ground<br>(column 9)                           | X | No. of satisfactory<br>trees below ground<br>(column 11) | X 100= Quality % |
| Actual No. of plantable<br>spots on which trees<br>should have been planted<br>(column 5) |   | No. of trees dug<br>(column 10)                          |                  |

**Section J, Exhibit 07**  
**Wage Determination – Tree Planting**

WD 77-0030 (Rev.-35) was first posted on www.wdol.gov on 06/17/2011

Forestry and Land Management Services

\*\*\*\*\*

|  |  |                                     |
|--|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER  |  | U.S. DEPARTMENT OF LABOR            |
| THE SERVICE CONTRACT ACT               |  | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor |  | WAGE AND HOUR DIVISION              |
|  |  | WASHINGTON, D.C. 20210              |
|  |  |                                     |
|  |  |                                     |

|                    |                  |  |                                  |
|--------------------|------------------|--|----------------------------------|
| Diane C. Koplewski | Division of Wage |  | Wage Determination No: 1977-0030 |
| Director           | Determinations   |  | Revision No: 35                  |
|                    |                  |  | Date Of Revision: 06/13/2011     |

-----  
State: Utah

Area: Utah Statewide  
-----

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on service contracts for forestry, land management, the cleaning of public use areas and timber inventory services.

| OCCUPATION CODE - TITLE                           | FOOTNOTE | RATE  |
|---|----------|-------|
| 08010 - Brush/Precommercial Thinner               |          | 11.76 |
| 08040 - Choker Setter                             |          | 14.09 |
| 08070 - Faller/Bucker                             |          | 14.66 |
| 08100 - Fire Lookout                              |          | 11.76 |
| 08160 - Forestry/Logging Heavy Equipment Operator |          | 17.94 |
| 08190 - Forestry Technician                       |          | 17.94 |
| 08200 - Forestry Truck Driver                     |          | 17.94 |
| 08250 - General Forestry Laborer                  |          | 12.79 |
| 08280 - Nursery Specialist                        |          | 16.32 |
| 08310 - Slash Piler/Burner                        |          | 11.76 |
| 08340 - Tree Climber                              |          | 13.16 |
| 08370 - Tree Planter                              |          | 9.60  |
| 08400 - Tree Planter, Mechanical                  |          | 9.60  |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.),

the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).



2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Section J - Exhibit 08 – Experience and Equipment Questionnaire**

| <b>EXPERIENCE &amp; EQUIPMENT QUESTIONNAIRE</b>   |                        |  |   |                 |
|---|------------------------|--|---|-----------------|
| <b>1. Contractor Name, Address, &amp; Telephone Number</b>  |                        |  |   |                 |
| <b>EXPERIENCE</b>   |                        |  |   |                 |
| <b>3. How many years does <u>your business</u> have in the line of work contemplated by this solicitation?</b>  |                        | <b>4. How many years experience in contracting has your business had as a:</b><br>(a) Prime Contractor _____ (b) Sub-contractor _____<br>Is this time concurrent? [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO |   |                 |
| <b>5a. List Below all environmental removal/disposal projects your business has completed within the last three (3) years:</b>  |                        |  |   |                 |
| Contract Amount   | Type of Project        | Date Completed   | Name, Address & Telephone Number of Owner/Person to Contact for Information |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
| <b>5b. List below the Projects that are incomplete:</b>   |                        |  |   |                 |
| Contract No.  | Dollar Amount of Award | Name, Address & Phone No. of Agency Involved   | Percent Completed   | Dated Completed |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
| <b>6a. Have you ever Failed to Complete any work awarded to you?</b> [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO   |                        |  |   |                 |
| <b>6b. Has work ever been completed by performance bond?</b> [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO   |                        |  |   |                 |
| <b>6c. If “yes” to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)</b>  |                        |  |   |                 |
| <b>EQUIPMENT</b>  |                        |  |   |                 |
| <b>7. Number of employees available for this project:</b><br>a. Minimum No. of employees _____ & Maximum No. of employees _____<br>b. Are Employees regularly on your payroll? [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO   |                        |  |   |                 |
| <b>8. Specify Equipment available for this project:</b>   |                        |  |   |                 |
| <b>9. Estimated Rate of Progress (such as 2.0 acres/man/day): Minimum Progress Rate: _____ &amp; Maximum Progress Rate: _____</b>   |                        |  |   |                 |
| <b>10. List Experience of Employees intended to be used on this project:</b>  |                        |  |   |                 |
| Individual Name   | Present Position       | Years of Exp.  | Magnitude & Type of Work  |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
|   |                        |  |   |                 |
| <b>11. Did the offeror examine the area(s) for which this quote has been submitted?</b> [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO  |                        |  |   |                 |
| <b>Certification:</b> I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references area authorized to furnish the Forest Service with information needed to verify my capability to perform this project. |                        |  |   |                 |
| Signature _____   |                        | Date _____   |   |                 |

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

**52.204-7 Central Contractor Registration. (FEB 2012)**

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after

the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### **52.204-8 Annual Representations and Certifications. (FEB 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **115310**.

(2) The small business size standard is **\$7.0**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;  
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

---

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

---

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **L.1. FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

### **L.2 AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)**

The Government is not planning a pre-bid/pre-proposal conference. If the offeror would like to view the planting sites they are to contact the Project COR – Delores Simons at 435.781.5162 and make arrangements.

### **L.3. 452.236-72 Use of Premises. (NOV 1996)**

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of clause)

### **L. 4. FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

(End of clause)

### **L.5. 452.215-71 Instructions for the Preparation of Technical and Business Proposals. (SEP 1999)**

General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFQ, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFQ.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

- (a) 1 copy of the completed, signed offer (Sections A through K of the solicitation package)
- (b) 1 copies of the technical proposal
- (c) 1 copies of the business/cost proposal

L.4.2. Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals that merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

L.4.2.1. Technical Proposal Format. The suggested format for the Technical Proposal follows. Offerors may choose another format; however, all items should be addressed.

1. Introduction, Table of Contents
2. Past Performance on Reforestation projects
3. Technical Merits
  - a. Tree Handling and Care
  - b. Tree Preparation
  - c. Tree Planting
  - d. Artificial Shade installation
  - e. Animal Damage Control installation
  - f. Quality Control Plan
  - g. Work Plan and Schedule
  - h. Camping and Worksite Plan
  - i. Safety Plan
4. Experience of Key Personnel

L.4.2.2. Technical Proposal Content. The following specific information should be considered and included in the technical proposal. All proposals must address the standards and requirements described in Section C of this document. The salient parts of the successful proposal that deal with actual work performance, results, and methods will be incorporated by reference as a part of the contract.

**1. Introduction and Table of Contents.** Display the sections and subsections providing page numbers where they can be found within the body of the proposal.

**2. Past Performance on Reforestation Projects.**

2.a. Provide a list of all reforestation contracts completed or begun during the past 3 years. Include the following information for each contract:

- Name of Contract
- Contract Number
- Total Contract Value
- Completion Date, or stage of completion if still in progress
- Contractor's Officers Name, address telephone
- Name of any company if you subcontracted out this work, or if you acted as a subcontractor.
- Project location and size
- Whether the project was completed timely
- What the planting quality was, and if there was any work that received less than full pay or any penalties, liquidated damages.

2.b. Provide details on the quality of work performance on contracts listed above including past performance, production, and crew organization. List and discuss all work not paid at the full bid price. Address any specific performance failures that led to price reduction and any correction made.

2.c. Discuss whether the Contractor provided quality control inspections that were accepted for payment. Explain any circumstances where the Government rejected the Contractor quality control inspections.

NOTE: In the case where an offeror lacks Past Performance experience, the offeror will not be evaluated either favorably or unfavorably in this area, but will receive a neutral rating in the area of past performance. (FAR 15.305).

**3. Technical Merits.**

**3.a. Tree Handling and Care.** Describe how you will care for trees while they are in your possession to assure they receive the best chances for survival throughout the planting day. Include details of tree transportation, tree protection, and tree care.

**3.b. Tree Preparation.** Describe your procedures for tree preparation; include where you would wrap (if required) and when, relative to planting. Also include the measures you will take to assure trees are properly cared for and to maintain proper temperatures.

**3.c. Tree Planting.** Describe how you will ensure that the trees you plant will be protected from the elements and give them the best chances for survival. Demonstrate that you understand what a satisfactory tree is and your capability and experience to provide satisfactory planted trees. Include your capability to microsite trees for protection from sun and harsh environmental conditions.



**3.d. Artificial Shade Installation.** Based on your experience, describe how and when you would provide artificial shade to assure the trees are protected from hot afternoon sun. This may include when artificial shade will be installed relative to the time of day when trees are planted and how you may vary the timing due to environmental conditions. How soon after planting is installation guaranteed?

**3.e. Animal Damage Control (ADC) installation.** Describe how and when you would provide ADC to assure the trees are protected. Describe your procedure for ADC installation in detail.

**3.f. Quality Control Plan.** Describe in detail your inspection procedures that reflect all aspects of the tree planting process. State how your inspector will perform his/her duties to assure an impartial and unbiased representation of quality. In addition, specifically address these items:

Tree handling and care.

- (1) How will you account for the quantity of stock issue to assure none is wasted, stashed, or intentionally dropped? How will you deal with a planter(s) who is wasting trees?
- (2) How will you assure proper tree handling by tree planters during transport and while planting?
- (3) How will you assure planters do not alter trees? How will you deal with a planter that is altering roots?

Planting Quality.

- (4) Describe how you will monitor for planting quality while work is in progress.
- (5) Describe in detail your inspection method for determining planting quality percent. Include how plots will be distributed and plot technique. Include how you, the Contractor, will assure an unbiased sample. How will you assure plots are representative of the unit? What percent of the unit will actually be sampled? What size plots will you use or how will you determine the plot size?

Shade Tube/card installation quality

- (6) Describe in detail the inspection method for determining shade tube installation quality.

ADC Vexar Tube/ Flexible Netting installation

- (7) Describe in detail the inspection method for determining ADC installation quality.

**3.g. Work plan and Schedule.**

- (1) Provide your general Work Plan including crew size, work schedule, and production rate that will allow you to complete the work to meet performance time for work you are proposing to do.
- (2). Describe your alternatives to mitigate for unforeseen reductions in crew size or production, e.g., What alternate crews or crewmembers are available if needed and how soon can they be in place. What are your recruitment methods for additional crew members if they are needed?
- (3) How will you organize your work force to achieve the various contract requirements, e.g. who will plant, who will install shade cards or ADC?

**3.h. Camping Plan and Worksite Plan.** Provide a general Camping and Worksite Plan that demonstrate how you will keep the worksite clean during the planting operation and your plans for camping consistent with Section H and I.2. A final plan will be due after contract award that addresses site specifics.

**3.i. Safety Plan.** Provide a general Safety Plan that identifies the specific conditions that you consider to be a hazard, and the mitigation and personal protective equipment you will take to increase the safety on the planting site. The Safety Plan shall address the *potential for blowdown* and other hazards, which you identify.

**4. Experience of Key Personnel.** Identify all Key Personnel by name, title, roles and responsibilities and state their availability. If one or more of the following categories are held by one person, indicate who and which categories they fulfill. Concisely describe the training and experience of each Key Personnel's; in addition include the following qualifiers.

- 4.a. Contractor Representative. State his/her authority to bind the Contractor.

4.b. Foreman. Specifically state his/her planting and supervisory experience, and training methods for new crewmembers.

4.c. Inspector. Specify his/her experience in inspecting tree planting on Forest Service contracts and experience in understanding and interpreting contract requirements.

L.4.3. Business Proposal Instructions.

L.4.3.1. Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Other Than Cost of Pricing Data (OCT 1997), the following is required:

L.4.3.2. Business Proposal.

- (a) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (b) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M- EVALUATION FACTORS FOR AWARD**

**M.1. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M. 2. EVALUATION OF AWARD**

M.2.1. Technical proposals shall be prepared in accordance with technical proposal preparation instructions in Section L.

**M. 3. EVALUATION PROCEDURES AND BASIS FOR AWARD**

M.3.1. Award(s) will be made to the most highly ranked offeror(s) (1) whose total proposal is technically acceptable and consistent with Section C, has demonstrated past performance in meeting customers orders with acceptable planting, tree care and associated activities, gained customer satisfaction, and (2) whose technical merits of the proposal, experience of key personnel and price presents the BEST VALUE and is the most advantageous to the Government.

Award may not necessarily be made for technical capabilities that would appear to exceed those needed for successful performance of the work.

M.3.2. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to the Government.

## QUALITY ASSURANCE SURVEILLANCE PLAN for Tree Planting

**I. Introduction.** This Government's Quality Assurance Surveillance Plan (QASP) provides the procedure and guidelines that will be used in evaluating technical performance of the Contractor for tree planting in a performance-based statement of work as required by FAR 37.602-2. The Government's QASP is not part of the contract, but is provided to the Contractor solely as information. A copy of this plan is furnished to the Contractor in the solicitation package and with the contract so the Contractor is aware of the methods that the Government intends to use in evaluating performance on this contract and to address any concerns that the Contractor may have prior to initiating work. The QASP is subject to change by the Government during the contract performance period. The Government reserves the right to perform assessments more or less often than is outlined in this QASP.

### Assessing the Contractors Performance

**A. Tree Planting.** The Government will assure the Contractor is providing the quality promised and work meets performance standards. Surveillance will consist of visual observations of the entire operation and sample plots to determine compliance with the specifications. The plots will be located throughout the planting area to obtain a representative sample of the work. Each contract unit will be inspected separately and inspection results will not be averaged with those of other contract units. The Contractor or his representative may observe plot procedures while they are underway.

1. Care of Trees. Due to the perishable nature of trees, care and protection of the seedlings is considered critical. The inspector and COR will observe the operations throughout the planting day to assure the Contractor is providing tree care and protection per the contract, and that the Contractor is complying with his/her Quality Control Plan. Trees that are handled in an unsatisfactory manner may be declared "wasted" trees. The Contractor will be assessed damages for waster trees, described in Section G. Deliberate wasting trees, such as stashing bundles or stuffing extra trees into holes, is specifically not acceptable.

The inspector will keep track of the number of trees requested, issued to the Contractor, and returned at the end of the day.

2. Planting Quality - In Progress. The inspector and COR will frequently observe tree planting in progress, dig trees to check underground planting quality, observe planting methods, put in occasional "informal plots," etc., to identify any planting problems and report them to the foreman to allow the problems to be corrected. The inspector and COR will not direct the operations of the crew, however, as this is the responsibility of the Contractor. The Government expects the foreman to inspect planting in progress and take corrective action on any planting problems prior to being identified by the inspector/COR consistent with the Contractor's Quality Control Plan.

3. Planting Quality – Assurance Plots. The inspector will take representative sample plots of the planting unit to verify the Contractor's planting quality for above and below ground quality utilizing the plot procedure described in Section J of the contract. The Government's method should mirror the Contractor's plot method described in the Contractor's QCP and further agreed to, but be in different locations and generally different sample intensities. Any deviations must not affect inspection results. The Planting Inspection Sheet (R1-FS-2470-9) will be used. Artificial shade and in some cases ADC may be applied at the time of planting and be included in the planting inspection. If this is the case, it must be as reflected in Section C and carried throughout the contract requirements.

The (Government) inspector should put in enough plots to assure the Government's quality assurance plots represent planting quality (adequate to judge if the Contractor's inspection plot are within 5% of Governments). The CO and COR should determine the sample size, which should be influenced by the real or anticipated problems associated with planting or Contractor quality control.

#### a. Planting Quality Calculation

After all plots have been taken and recorded on a Unit, the planting quality will be computed using the formula on the backside of the Inspection form.

Calculate the quality to at least thousandths (.000) and round the final percentage of quality to the nearest whole percent.

b. The Government inspector or COR will monitor the Contractor's quality inspection plots on a frequent basis to assure the Contractor is providing inspection consistent with the Contractor's accepted Quality Control Plan (QCP). The Government inspector

may observe the Contractor's plots in progress or check them after completion. The Contractor's inspector is not permitted to modify plot deficiencies nor influence the planting quality by indicating to the planters of upcoming plot locations.

The Government inspector or COR will review all plot sheets and re-check calculations after receipt from the Contractor. (The COR may return the plot sheets if the Contractor fails to properly fill out the inspection sheet, for excessive math errors, failure to sign the form, etc). The Government inspector will compare the Contractor's plot results with the Government's results. The COR will inform the Contractor if the quality is acceptable after comparing the Government assurance plots with the Contractor's plots after the entire unit is planted. When they are within 5%, the Contractor will be informed that his/her quality control is acceptable for tree planting quality and pay will be calculated based on the Contractor's plot results. (refer to E.2.4 and G.3.1)

When the inspector compares the Contractor's inspection to the Government's assurance plots prior to the unit being completed, it will only be considered an indication of the progress and not considered an acceptance of the Contractor's work. The Government does not need to reveal the results of their plots, but will notify the Contractor if it appears that the Contractor's inspection is greater than 5% from the Government's. Based on the Inspection of Services clause (attached as reference and included by reference in Section E) the Contractor should be notified as soon as it is apparent that there may be a problem so they can improve in their inspection process if it does not conform to the standards.

If at unit completion, the Contractor's results differ by greater than 5% from the Government's QA plots, payment will be based on the Government's plot results. (G.3.1.) As described in G.3.1., the Government will conduct a 2% sample if the results are objectionable by the Contractor.

d. When the Contractor's work is below 93%, the COR may require the Contractor to rework the unit or portion of the unit where the deficiency occurred. Rework will only be required when the deficiencies are correctable (e.g., poor scalping or shading) and/or if trees are available for additional planting. The Contractor will re-inspect this work and the Government will conduct similar surveillance as the original work, but different plot locations. When work cannot be corrected or trees are not available, or at agreement with the Contractor, the Government may accept work with the deductions stated in Section G.

e. Wasted trees will be determined by adding the wasted trees on all plots (sum of column 8). Note that if this amount is minor in nature the wasted tree charge can be waived (see Section G-Liquidated damages) unless the unit total of trees (column 7) exceed the unit total for maximum trees (column 6). In no case will a waiver be given if the total Planted Trees (column 6 of R-1 Inspection form) exceeds the Maximum Number Allowable Trees (column 7 of R-1 Inspection form) for any pay item. Wasted trees will be based on the plot results that are used for payment.

f. **Tree Quantity:** On per thousand units of measure, the COR will determine the quantity by taking a series of "count" plots where trees planted and wasted are tallied using the Planting Inspection Sheet (do not worry about the quality of the trees planted; this is to determine the numbers of trees only). A 2-percent sample will generally be taken. The Contractor or Government's quality plots may be used for a portion of the 2-percent sample (e.g., 1-percent using quality plots, 1-percent with count plots). The Contractor is paid based on the trees on the plots using the following calculation up to the number of trees issued. In no case is the Contractor paid for quantities that exceed the number of trees issued. Large discrepancies between plot calculations and trees issued should be further investigated.

|                                     |   |                               |  |   |                         |   |       |   |                 |
|-------------------------------------|---|-------------------------------|--|---|-------------------------|---|-------|---|-----------------|
| Total No. Trees<br>Planted (Col. 7) | - | Total Wasted<br>Trees (Col 8) |  | X | Reciprocal of Plot Size | X | Acres | = | Number of Trees |
| Number of Plots                     |   |                               |  |   |                         |   |       |   |                 |

**C. Tree Wrapping if required.** The inspector will periodically monitor the tree wrapping in progress, observing tree care during wrapping and to assure the procedure meets the contract specifications. The Contractor should be required to re-wrap unacceptable bundles. If the deficiency or poor handling during wrapping results in damaged trees, the Contractor will pay damages for wasted trees. The inspector will monitor trees issued for wrapping and any that are identified as wasted. The inspector will assess that the timing of wrapping meets the contract specifications and that wrapped trees are planted in the timeframe described in the contract.

**D. Artificial Shade or ADC material installation.** *Not Applicable.* When artificial shade and ADC is inspected separate from planting (and separate unit price), the Government inspector will observe the installation of shade tubes or ADC netting and will put in random plots for verifying quality percent. The plots will be located throughout the area to obtain a representative sample of the work. Each contract unit will be assessed separately and results will not be averaged with those of other contract units.

1. The Contractor shall inspect as per his/her QCP. The Government's inspector will assess whether the Contractor inspects consistent with his plan. This is the same procedure as that described for Planting Quality above. In many cases, re-work will be an option to achieve required performance of 93%.

2. Plot Procedure. The Government will take representative sample plots of the treated unit sufficient in number to assess if the Contractor is performing the services required and the Contractor's inspection adequately reflects this quality. The Government's quality assurance plots should mirror the Contractor's methods; any deviations must not affect the plot results.

3. Artificial Shade/ADC Quality Computations. After all plots have been taken and recorded on a unit, the quality of work will be computed by the following formula:  
Calculate the quality to at least thousandths (.000) and round the final percentage of quality to the nearest whole percent.

**F. Contractor's Quality Inspection.** As previously described the Contractor's Quality inspections are very critical to the project. Refer to the FAR 52.246 -4 *Inspection of Services* for the basis for acceptance or rejection of the Contractor's inspection and the assessment of Government costs when work is unacceptable. The Government should assure the Contractor is following the inspection process properly when evaluating the Contractors inspection results.